

LL MG01

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

44 3406/39 Oyez

A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

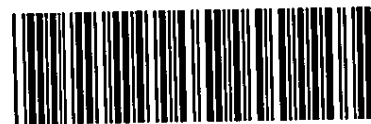
You may use this form to register
particulars of a mortgage or charge
created by an LLP in England and
Wales or Northern Ireland



What this form is NOT for

You cannot use this form to
particulars of a mortgage or
for a Scottish LLP
To do this, please use form
LL MG01s

SATURDAY



A17

A1ORZHSV

29/12/2012

#370

COMPANIES HOUSE

1

LLP details

LLP number

O C 3 8 0 4 7 8

LLP name in full

Bell Pottinger LLP (the "LLP")

For official use

Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

2 1 1 2 2 0 1 2

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Debenture (the "Debenture")

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

All money, debts, obligations and liabilities from time to time
due, owing or incurred by the LLP, the Obligors or any of them
to the Lender or its assignee or successor on any current or other
account whatever or otherwise in any manner whatever, in each
case under the Finance Documents or otherwise (whether
present or future, whether alone or jointly with any other person,
whether actual or contingent, whether as principal or as surety,
whether express or implied, in whatever name, form or style, in
whatever currency it is denominated, whether originally owing
to the Lender or purchased or otherwise acquired by the Lender,
its assignee or successor, or otherwise) (the "Secured
Liabilities")

Continuation page

Please use a continuation page if
you need to enter more details

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5 Mortgagee(s) or person(s) entitled to the charge

| | | |
|--|----------------------------------|--|
| Please give the name and address of the mortgagee(s) or person(s) entitled to the charge | | Continuation page Please use a continuation page if you need to enter more details |
| Name | Barclays Bank PLC (the "Lender") | |
| Address | 1 Churchill Place | |
| | London | |
| Postcode | E 1 4 5 H P | |
| Name | | |
| Address | | |
| Postcode | | |

6 Short particulars of all the property mortgaged or charged

| | | |
|--|---|--|
| Please give the short particulars of the property mortgaged or charged | | Continuation page Please use a continuation page if you need to enter more details |
| Short particulars | <p>Pursuant to clause 4 of the Debenture, the LLP charged with full title guarantee by way of continuing security in favour of the Lender for the payment and discharge of the Secured Liabilities</p> <p>(a) by way of first legal mortgage, its Property specified in Part 1 of Schedule 1 to the Debenture (of which there is none), and all Rights relating to such Property;</p> <p>(b) by way of first fixed charge:</p> <p>(i) all Property not validly charged in Clause 4.2 of the Debenture (as set out in paragraph (a) above) and all Rights relating to such Property,</p> <p>(ii) all easements, rights and agreements in respect of all Property, and</p> <p>(iii) all proceeds of sale derived from all Property,</p> <p>(c) by way of first fixed charge, the Contracts,</p> <p>(d) by way of first fixed charge, the Book Debts;</p> <p>(e) by way of first fixed charge, all its Intellectual Property Rights,</p> <p>(f) by way of first fixed charge, the Plant and Machinery;</p> <p>(g) by way of first fixed charge, the Securities specified next to its name in Part 2 of Schedule 1 to the Debenture (of which there are none),</p> <p>(h) by way of first fixed charge, all its Securities not charged by Clause 4.8(a) of the Debenture (as set out in paragraph (g) above);</p> <p>(i) by way of first fixed charge, all Derivative Assets of a capital nature;</p> <p>(j) by way of first fixed charge, all Derivative Assets of an income nature,</p> <p>(k) by way of first fixed charge each Cash Collateral Account, and all monies standing to the credit of each such account;</p> <p><i>Continued</i></p> | |

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where property situated in another part of UK

9 Signature

Please sign the form here

Signature

Signature

X O'Shane Clarke X

This form must be signed by a person with an interest in the registration of the charge

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record

Contact name

James Taylor (JRT/0993109)

Company name

Osborne Clarke

Address

2 Temple Back East

Temple Quay

Post town

Bristol

County/Region

Postcode

B S 1 6 E G

Country

UK

DX

DX 7818 Bristol

Telephone

0117 917 3180



Certificate

We will send your certificate to the presenter's address if given above or to the LLP's Registered Office if you have left the presenter's information blank



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The LLP name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record



How to pay

A fee of £13 is payable to Companies House in respect of mortgage or charge

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

For LLPs registered in England and Wales.

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For LLPs registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For LLPs registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (l) by way of first fixed charge each Book Debt Account, and all monies standing to the credit of each such account,
- (m) by way of first fixed charge all its present and future bank accounts, cash at bank and credit balances not charged by Clause 4.9(a) or Clause 4.9(b) of the Debenture (as set out in paragraphs (k) and (l) above) (excluding those arising on fluctuating accounts) with any bank or other person and all rights relating to or attaching to them (including the right to interest);
- (n) by way of first fixed charge, all its goodwill and uncalled capital for the time being,
- (o) by way of absolute legal assignment, all present and future insurances and the proceeds of such insurances (other than insurances which are solely for the benefit of third parties which are not members of the Group),
- (p) by way of absolute legal assignment, the benefit of the Assigned Contracts,
- (q) by way of absolute legal assignment, the benefit of the Hedging Agreements and any letters of credit issued to it,
- (r) by way of first floating charge, all its undertaking and assets whatsoever, wherever situate, whether movable, immovable, present or future, including, without limitation, its uncalled capital for the time being and all its undertaking and assets referred to above which are, for any reason, not validly charged or assigned pursuant to Clauses 4.2 (Mortgaged Property) to 4.11 (Security Assignments) (inclusive) of the Debenture (as set out in paragraphs (a) to (q) above)

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Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)



| 6 | Short particulars of all the property mortgaged or charged |
|-------------------|---|
| | Please give the short particulars of the property mortgaged or charged |
| Short particulars | <p>Pursuant to clause 4 13(a) of the Debenture, the parties agreed that until and unless the relevant consent has been obtained, there shall be excluded from the charges created by Clause 4 2 to 4.11 of the Debenture (and from any obligation to create charges under Clause 7 (Further Assurance) of the Debenture) the following property ("Excluded Property"):</p> <p>(i) any leasehold property held by the LLP where the terms of such lease preclude the LLP from creating any charge over its interest in such property, or require the consent of any third party prior to the creation of such charge and such consent has not been obtained, and</p> <p>(ii) any Intellectual Property Right, permit or contract (including without limitation letters of credit) in which the LLP has an interest and where the LLP is precluded from creating any security over its interest in such Intellectual Property Right, permit or contract, or require the consent of any third party prior to the creation of such charge and such consent has not been obtained</p> <p>Pursuant to clause 4.13(b) the LLP agreed that it shall, upon reasonable request by the Lender, provide written details to the Lender of any material Excluded Property (which shall include without limitation any Assets with a value of £10,000 or more).</p> <p>Pursuant to clause 4.13(c) the LLP agreed that it shall use commercially reasonable efforts to obtain the consent of any third party to the charge of the Excluded Property, if the Lender (acting reasonably) considers the relevant Excluded Property to be material</p> <p>Forthwith upon receipt of any third party consent, the relevant Excluded Property shall be charged to the Lender pursuant to the charges created by Clauses 4 2 to 4 11 of the Debenture (as relevant)</p> <p>For the avoidance of doubt, all Excluded Property shall at all times be charged by the floating charge created by Clause 4.12 of the Debenture</p> <p><i>Continued</i></p> |

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Notes:

1. Negative Pledge

Clause 12.1 of the Debenture contains a negative pledge and restriction on disposals by which the LLP agreed that it shall not do any of the following without the prior written consent of the Lender:

- (a) create or allow to create any Security over any of the Charged Property; or
- (b) sell, lease, licence, transfer, loan or otherwise dispose of any of the Charged Property (whether by a single transaction or series of transactions), or
- (c) permit or agree to any variation of the rights attaching to the whole or any part of the Charged Property,

unless permitted by the Credit Agreement

2. Further Assurance

By Clause 7 of the Debenture, the LLP agreed that it shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Lender may reasonably specify (and in such form as the Lender may reasonably require in favour of the Lender or its nominee(s))

(i) to perfect the Security created or intended to be created under or evidenced by the Debenture (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Debenture) or for the exercise of any rights, powers and remedies of the Lender provided by or pursuant to the Debenture or by law,

(ii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Debenture

The LLP further agreed that it shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Lender by or pursuant to the Debenture.

Further, pending the execution and delivery of any such further Security under clause 7(a) of the Debenture, the LLP shall hold such assets upon trust for the Lender, or in any other manner reasonably required by the Lender subject to the provisions of the Debenture

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3. Power of Attorney

By Clause 21 of the Debenture, the LLP irrevocably and by way of security appointed the Lender, each person deriving title from the Lender and the Receiver, jointly and severally to be its attorney (with full power to appoint substitutes and to delegate) for it, in its name, on its behalf and as its act and deed or otherwise to sign or execute any deed or document or do any act or thing

(a) which the LLP is obliged to sign, execute or do pursuant to the Debenture but has not done within 5 business days of notice being served on it by the Lender to do so, or

(b) at any time following a Declared Default, which the Lender, the Receiver or any person deriving title from the Lender or the Receiver in the absolute discretion of such person may think fit in connection with the exercise of any of the powers of such person or the realisation of any of the Debenture Security.

Definitions:

In this form LLMG01 the following terms have the following meanings

"Additional Borrower" means a company which becomes an Additional Borrower in accordance with Clause 27 (Changes to the Obligors) of the Credit Agreement

"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with Clause 27 (Changes to the Obligors) of the Credit Agreement.

"Assets" mean the whole of the property or undertaking (including uncalled share capital) which is from time to time comprised in the property and undertaking of the LLP.

"Assigned Contract" means each contract specified in Part 4 of Schedule 1 of the Debenture (of which there are none), and (with effect from the date of the relevant Supplemental Debenture) each contract specified as an Assigned Contract in a Supplemental Debenture.

"Book Debts" mean:

(a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions), both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the LLP, and

(b) the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets)

"Book Debts Account" means such separate and denominated account or accounts with the Lender as may be specified in writing by the Lender for the purpose of receiving payment of the proceeds of realisation and collection of Book Debts.

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"Borrower" means the Parent or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 27 (Changes to the Obligors) of the Credit Agreement

"Cash Collateral Accounts" means each of the accounts specified as such in Part 3 of Schedule 1 to the Debenture (of which there are none), and (with effect from the date of the relevant Supplemental Debenture) any accounts specified as Cash Collateral Accounts in a Supplemental Debenture.

"Charged Property" means the whole or any part of the property, assets, income and undertaking of the LLP from time to time mortgaged, charged or assigned to the Lender pursuant to the Debenture, including, where the context permits, the proceeds of sale or realisation thereof

"Contracts" mean all of the LLP's rights, title, interest and benefit in and to any licence, consent, agreement or contract in respect of the whole or any part of the Charged Property to which the LLP is a party from time to time.

"Credit Agreement" means the Credit Agreement made between the Parent, the Lender and others on 31 May 2012

"Declared Default" means an Event of Default in respect of which the Lender has exercised any of its rights under Clause 25 18 (Acceleration) of the Credit Agreement

"Debenture Security" means the Security constituted by the Debenture and any Supplemental Debenture.

"Derivative Assets" means all dividends, distributions and other income paid or payable on Securities, together with all shares or other property derived from those Securities and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to those Securities (whether by way of conversion, redemption, bonus, preference, option or otherwise)

"Event of Default" means any event or circumstance specified as such in Clause 25 (Events of Default) of the Credit Agreement

"Finance Document" means the Credit Agreement and all related finance, security and guarantee documents thereto, as more particularly detailed in the Credit Agreement

"Fixtures" mean all assets of whatsoever nature, apart from land and buildings, forming part of any freehold or leasehold property owned by the LLP and deemed by law to be immovable property other than tenant's fixtures.

"Group" means the Parent and its Subsidiaries (if any) from time to time

"Guarantor" means the Parent or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 27 (Changes to the Obligors) of the Credit Agreement

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into by the LLP for the purpose of hedging liabilities and/or risks.

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"Intellectual Property Rights" means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the LLP now or in the future in, or relating to

(a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and

(b) the benefit of all applications and rights to use such assets of the LLP (which may now or in the future subsist).

"Obligors" means an entity which is either a Borrower or a Guarantor under the terms of the Credit Agreement

"Parent" means Bell Pottinger Private Limited (formerly known as BPP Communications Limited), a company incorporated in England and Wales with company number 08024999

"Plant and Machinery" means all plant and machinery, equipment, fittings, installations and apparatus, tools, motor vehicles and all other similar assets (other than Fixtures), wherever they are situated, which are now, or at any time after the date of the Debenture become, the property of the LLP.

"Property" means all estates and other interests in any freehold, leasehold or other immovable property (including, without limitation, all buildings and Fixtures on such property, and the benefit of all covenants given in respect of such property) which are now, or at any time after the date of the Debenture become, the property of the LLP, but excluding any interest in land in Scotland, and **"Properties"** shall be construed accordingly.

"Receiver" means any receiver appointed pursuant to the Debenture, including, for the avoidance of doubt, a receiver and manager, a manager or an administrative receiver.

"Rights" mean all of the LLP's rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of the LLP's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Securities" means all stocks, shares, loan notes, bonds, certificates of deposit, depositary receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of the LLP, together with all property and rights of the LLP in respect of any account held by or for it as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere

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6 Short particulars of all the property mortgaged or charged

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Short particulars

"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006 and, a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of:

(a) a person (or its nominee) whether by way of security or in connection with the taking of security, or

(b) a nominee of the holding company

"Supplemental Debenture" means a supplemental debenture to the Debenture (in form and substance satisfactory to the Lender, acting reasonably and on substantially the same terms as the Debenture) creating further assignments, mortgages or charges over the Assets of the LLP



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

**Pursuant to section 869(5) & (6) of the Companies Act 2006 as
applied to the Limited Liability Partnerships (Application of
Companies Act 2006) Regulations 2009**

LLP NO. OC380478
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 21
DECEMBER 2012 AND CREATED BY BELL POTTINGER LLP FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
LIMITED LIABILITY PARTNERSHIP, THE OBLIGORS OR ANY OF
THEM TO BARCLAYS BANK PLC OR ITS ASSIGNEE OR
SUCCESSOR ON ANY ACCOUNT WHATSOEVER UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 AS
APPLIED TO THE LIMITED LIABILITY PARTNERSHIPS
(APPLICATION OF COMPANIES ACT 2006) REGULATIONS 2009
ON THE 29 DECEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 JANUARY 2013



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES