

# MG01

## Particulars of a mortgage or charge



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**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  
in England and Wales or Northern  
Ireland

☐ **What this form is NOT for**  
You cannot use this form to register  
particulars of a charge on a  
company. To do this, use  
form MG01s

THURSDAY



A20 10/06/2010 78  
COMPANIES HOUSE

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k

### 1 Company details

Company number 07246663  
Company name in full HAMSARD 3212 LIMITED (the "Debtor")

for official use

→ Filling 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 28/05/2010

### 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 SECURITY INTEREST AGREEMENT dated 28 May 2010 between the Debtor and the Security Agent (the "Agreement")

### 4 Amount secured

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

Amount secured

(1) All money or liabilities due, owing or incurred to any Secured Party by the Debtor or any other Obligor under the Facility Agreement, the Hedging Agreements, the Overdraft Documents or the other Debt Documents as at 28 May 2010 or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and including all liabilities in connection with any notes, bills or other instruments accepted by any Secured Party for or at the request of an Obligor and all losses incurred by any Secured Party in connection therewith except for any money or liability which, if it were so included, would cause the infringement of section 329 of the Companies (Guernsey) Law, 2008, and

Continued on continuation page

#### 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 (if any)**

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	PRUDENTIAL TRUSTEE COMPANY LIMITED
Address	Laurence Pountney Hill, London as security agent for itself and the other Secured Parties (the "Security Agent")
Postcode	E C 4 R O H H
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

**1 SECURITY INTERESTS**

1 1 The Debtor has covenanted to the Security Agent to pay and discharge the Indebtedness and in order to provide continuing security for the payment or performance of the Indebtedness, and to create security interests in accordance with the 1993 Law, the Debtor

(a) has vested possession of the certificates of title to the Collateral in the Security Agent to the intent that the Security Agent shall have a security interest or interests in the Collateral in accordance with Section 1 (3) of the 1993 Law but so that the Security Agent shall not in any circumstances incur any liability or be under any obligation whatsoever in connection with the Collateral, and

(b) has assigned, transferred and otherwise made over to the Security Agent title to the Collateral but so that the Security Agent shall not in any circumstances incur any liability or be under any obligation whatsoever in connection with the Collateral

1 2 The Debtor has delivered to the Security Agent on or before 28 May 2010 all certificates of title for, and duly executed blank share transfer forms in respect of, the Shares so as to enable the Shares to be registered in the name of the Security Agent and any purchasers together with all such consents or waivers as may be necessary in the opinion of the Security Agent to enable such registration to take place

1 3 Each of the grants of security interest set out in clause 2 1 of the Agreement, as set out in clause 1 1 above shall take effect separately and, for the avoidance of doubt, shall operate so that, wherever there shall in respect of the Collateral be a perfected security interest by way of assignment of title in favour of the Security Agent, such security interest shall to that extent only exclude any security interest granted by way of possession of the certificates of title.

1 4 Possession by the Security Agent of the certificates of title to the Collateral and the acquisition by the Security Agent of the title to the Collateral shall be deemed to be pursuant to the Agreement whether such possession was vested or such title acquired before or after the execution of the Agreement

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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

N/A

### 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 (section 860). 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 (section 866).

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 (section 870). 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 section 867(2) applies (property situated in another part of UK).

### 9 Signature

Please sign the form here

Signature

Signature

X Ashurst LLP X

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

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## Particulars of a mortgage or charge



### 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 JQM/AEBRAH/PRU02 00066/16854595

Company name  
Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

County/Region

Postcode E C 2 A 2 H A

Country England

DX 639 London City

Telephone +44 (0)20 7638 1111



### Certificate

We will send your certificate to the presenter's address if given above or to the Company'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 company 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 each 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 companies registered in England and Wales:**

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

**For companies 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 companies registered in Northern Ireland**

The Registrar of Companies, Companies House,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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### Amount secured

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

Amount secured

(ii) the Indebtedness of the Debtor arising under the Agreement to pay on a full indemnity basis (a) all sums (including interest) referred to at clause 15 of the Agreement and (b) all other sums whether by way of costs, charges, expenses, losses, interest or otherwise howsoever due under or in connection with the Agreement

(together the "Indebtedness")

In this Form MG01:

"Collateral" means all of the Debtor's right, title and interest in and to the Shares (including without limitation (a) any securities substituted for the Shares or added thereto from time to time and (b) all dividends, interest and other income paid or payable after 28 May 2010 on the Shares or such other securities and (c) all stocks, shares (and the dividends, interest and other income thereon), rights, moneys or other property accruing or offered at any time by way of redemption, bonus, preference, option, consolidation, sub-division or otherwise to, or in respect of, the Shares or such other securities),

"Company" means WPL Investments Limited, a company incorporated in Guernsey (registered number 41554) whose registered office is at Isabelle Chambers, Route Isabelle, St Peter Port, Guernsey,

"Debt Documents" has the meaning given to it in the Intercreditor Agreement);

"Facility Agreement" means the facility agreement dated 28 May 2010 under which the Original Lender (as such term is defined therein) has made available a term facility to the Parent,

"Group" means the Parent and all its Subsidiaries (and accordingly comprising both the Restricted Group and the Unrestricted Group (as both such terms are defined in the Facility Agreement)),

"Group Company" means a member of the Group,

"Hedging Agreements" has the meaning given to it in the Intercreditor Agreement,

"Intercreditor Agreement" means the Intercreditor Deed dated 28 May 2010 between, among others, (i) Stobart Group Limited, (ii) the Security Agent, (iii) the Prudential/M&G UK Companies Financing Fund LP and, upon accession, (iv) the providers of overdraft facilities and/or hedging facilities to one or more of the Group Companies,

"Obligor" means the Parent or a Guarantor (as such term is defined in the Facility Agreement);

"Overdraft Documents" has the meaning given to it in the Intercreditor Agreement,

"Parent" means Stobart Group Limited, a company incorporated in Guernsey with registered number 39117,

"Quasi-Security" has the meaning given to that term in clause 21.3 (Negative Pledge) of the Facility Agreement,

"Secured Parties" means the Security Agent, Prudential/M&G Companies Financing Fund LP, the providers of facilities under the Overdraft Documents and the Hedging Agreements and the other Secured Parties as defined in the Intercreditor Agreement,

"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,

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### Amount secured

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

Amount secured

"Shares" means 4,400,002 ordinary shares of £1 each of the Company which shares are issued to and registered in the name of the Debtor; and

"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006.

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p><b>2. FURTHER ASSURANCE</b></p> <p>2 1 The Debtor has agreed that, at any time and from time to time upon the written request of the Security Agent, it will forthwith do any and all such acts and things and execute and deliver any and all such documents as the Security Agent may deem desirable for perfecting, maintaining or enforcing its security interest or interests in the Collateral (whether in accordance with Section 1(3) or Section 1(6) of the 1993 Law or in accordance with other paragraphs of Section 1 of the 1993 Law as the Security Agent may deem appropriate) for vesting the Collateral in the Security Agent or for selling the Collateral and vesting the same in any purchaser or in any respect whatsoever for obtaining the full benefit of the Agreement and of the rights, powers and discretions granted therein</p> <p>2 2 The Debtor has agreed that, upon the written request of the Security Agent, it will forthwith execute such further security agreement or agreements (in form and substance satisfactory to the Security Agent) as the Security Agent may require in respect of the Collateral</p> <p><b>3 COVENANTS</b></p> <p>3 1 The Debtor has agreed and covenanted throughout the continuance of the Agreement</p> <p>(a) not to create or agree to create or permit to subsist any Security or Quasi-security over all or any part of the Collateral except as permitted in the Facility Agreement or with the prior consent of the Security Agent,</p> <p>(b) not to sell, transfer or otherwise dispose of the benefit of all or any part of the Debtor's interest in the Collateral or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do except as permitted in the Facility Agreement or with the prior consent of the Security Agent,</p> <p>(c) not to take any action which might (and not to omit to take any action where any such omission to act might) materially impair the interest of the Security Agent or the Debtor or both of them in the Collateral,</p> <p>(d) not to do or cause or permit to be done anything which in the Security Agent's reasonable opinion may in any way adversely affect any security interest or interests created pursuant to the Agreement or prejudice the value of the security created thereby, and without limitation, not without the Security Agent's prior written consent to take or permit the taking of any action whereby the rights attaching to the Collateral are altered or diluted, whether by the issue of further shares in the Company or otherwise howsoever</p>



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 7246663  
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY INTEREST  
AGREEMENT DATED 28 MAY 2010 AND CREATED BY  
HAMSARD 3212 LIMITED FOR SECURING ALL MONIES DUE OR  
TO BECOME DUE FROM THE COMPANY OR ANY OTHER  
OBLIGOR TO ANY SECURED PARTY 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 ON THE 10 JUNE 2010**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 JUNE 2010**



*Companies House*  
— for the record —



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**