

**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 for a  
company. To do this, please use  
form MG01s

SATURDAY



\*A1CNHUQF\*  
A17 07/07/2012 #235  
COMPANIES HOUSE

<b>1 Company details</b>		<small>For official use</small>
Company number	0 4 7 4 2 9 0 2	<p><b>Filing in this form</b> Please complete in typescript or in bold black capitals</p> <p>All fields are mandatory unless specified or indicated by *</p>
Company name in full	Bell Pottinger Sans Frontieres Limited (the " <b>Company</b> ")	
<b>2 Date of creation of charge</b>		
Date of creation	3 0 6 2 0 1 2	
<b>3 Description</b>		
Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'		
Description	Deed of accession (the " <b>Accession Deed</b> ") to a debenture dated 30 June 2012 (the " <b>Debenture</b> ")	
<b>4 Amount secured</b>		
Please give us details of the amount secured by the mortgage or charge		<p><b>Continuation page</b> Please use a continuation page if you need to enter more details</p>
Amount secured	Pursuant to clause 2 of the Debenture to which the Company has acceded pursuant to clause 3 of the Accession Deed the Company irrevocably and unconditionally covenanted with the Lender to pay to the Lender or discharge on demand all the Secured Liabilities when the Secured Liabilities become due.	

# MG01

## Particulars of a mortgage or charge

### 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	
Name	Barclays Bank PLC (the "Lender")
Address	1 Churchill Place London
Postcode	E 1 4    5 H P
Name	
Address	
Postcode	

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

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged	
Short particulars	

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

#### Accession

Pursuant to clause 3 of the Accession Deed, the Company covenanted with the Lender for the benefit of the Lender (including its assigns, transferees and successors in title) to be bound by all the terms of the Debenture and creates and grants with effect from the date of the Accession Deed, the mortgages, charges, assignments and other Security which are stated to be created or granted pursuant to the Debenture, as if the Company had been an original party to the Debenture as a Chargor (as more particularly set out below)

#### Security

Pursuant to clause 4 of the Accession Deed the Company charged with full title guarantee in favour of the Lender:

(a) by way of legal mortgage the Property specified against its name in Part 1 of the Schedule to the Accession Deed (of which there is none) and all Rights relating to such Property;

(b) by way of first fixed charge:

(i) all Property not validly charged in Clause 4 1(a) of the Accession Deed (as set out in paragraph (a) above) and all Rights relating to such Property,

(ii) all easements, rights and agreements in respect of all Property, and

(iii) all proceeds of sale derived from all Property;

(c) by way of first fixed charge, its Contracts,

(d) by way of first fixed charge, its Book Debts,

(e) by way of first fixed charge, all its Intellectual Property Rights;

(f) by way of first fixed charge, its Plant and Machinery;

(g) by way of first fixed charge, the Securities specified next to its name in Part 2 of the Schedule to the Accession Deed (of which there are none);

*Continued.*

# MG01

## Particulars of a mortgage or charge

### 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 (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 870)

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 866) 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 Osborne Clarke X

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

# MG01

## 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  
**Charlotte Walker (CWA/0983890)**

Company name  
**Osborne Clarke**

Address  
**2 Temple Back East, Temple Quay**

Post town  
**Bristol**

Country/Region

Postcode  
**B S 1 6 E G**

Country

DX **7818 Bristol**

Telephone  
**0117 917 3534**

### 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,  
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](http://www.companieshouse.gov.uk) or email [enquires@companieshouse.gov.uk](mailto:enquires@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)



**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

- (h) by way of first fixed charge, all its Securities not charged by Clause 4.1(g) of the Accession Deed (as set out in paragraph (g) above),
- (i) by way of first fixed charge, all Derivative Assets of a capital nature;
- (j) by way of first fixed charge, all Derivative Assets of an income nature,
- (k) by way of first fixed charge all its present and future bank accounts, cash at bank and credit (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),
- (l) by way of first fixed charge, all its goodwill and uncalled capital for the time being,
- (m) by way of absolute assignment, all present and future insurances in respect of any Fixed Charge Assets 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),
- (n) by way of absolute assignment, all other 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) not charged by Clause 4 1(m) of the Accession Deed (as set out in paragraph (m) above);
- (o) by way of absolute assignment, the benefit of contracts specified as Assigned Contracts in Part 3 of the Schedule to the Accession Deed (being the Scheduled Assigned Contracts),
- (p) by way of absolute assignment, the benefit of the Hedging Agreements; and
- (q) 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 4.1(a) to 4 1(p) (inclusive) of the Accession Deed (as set out in paragraphs (a) to (p) above)
- Pursuant to clause 5(a) of the Accession Deed, the parties agreed that until and unless the relevant consent has been obtained, there shall be excluded from the charges created by Clause 4 1(a) to (p) of the Accession Deed (and from any obligation to create charges under Clause 7 (Further Assurance) of the Debenture) the following property ("Excluded Property")
- (i) any leasehold property held by the Company where the terms of such lease preclude the Company 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
- (ii) any Intellectual Property Right, permit or contract (including without limitation letters of credit) in which the Company has an interest and where the relevant Company 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.

*Continued*

**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

Pursuant to clause 5(b) of the Accession Deed the Company 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)

Pursuant to clause 5(c) of the Accession Deed the Company 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.

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 4.1(a) to 4.1(p) of the Accession Deed (as relevant).

For the avoidance of doubt, all Excluded Property shall at all times be charged by the floating charge created by Clause 4 1(q) of the Accession Deed

**Notes:**

**1. Negative Pledge**

Clause 12.1 of the Debenture (to which the Company has acceded pursuant to the Accession Deed) contains a negative pledge and restriction on disposals by which the Company 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,
- (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 (to which the Company has acceded pursuant to the Accession Deed), the Company 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.

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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

The Company 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 Company agreed that it 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.

**3. Power of Attorney**

By Clause 21 of the Debenture (to which the Company has acceded pursuant to the Accession Deed), the Company 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 Company 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 Security constituted by the Debenture.

**Definitions**

In this form MG01 the following terms have the following meanings

**"Assets"** means the whole of the property or undertaking (including uncalled share capital) which is or may from time to time be comprised in the property and undertaking of the Company.

**"Book Debt 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.

**"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 Company, 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).

*Continued*



**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

**"Business Day"** means a day (other than a Saturday or Sunday) on which banks are open for general business in London

**"Charged Property"** means the whole or any part of the property, assets, income and undertaking of the Company 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.

**"Chargors"** means BPP Communications Limited and any member of the Group that has executed an accession deed to the Debenture in favour of the Lender.

**"Contracts"** mean all of the Company'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 Company is a party from time to time

**"Credit Agreement"** means the credit agreement made between BPP Communications Limited, the Lender and others on or about the date of the Debenture.

**"Declared Default"** means an event of default under the terms of the Credit Agreement in respect of which the Lender has exercised any of its rights under Clause 25.18 of the Credit Agreement

**"Derivative Assets"** mean 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)

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

**"Fixed Charge Asset"** means an asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by Clause 4 (Security) of the Debenture, or (with effect from the date of its creation) pursuant to an accession deed or a supplemental debenture or pursuant to Clause 7 (Further Assurance) of the Debenture.

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

**"Group"** means the BPP Communications Limited and its subsidiaries (if any) from time to time

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

*Continued*





**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

**"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 Company 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 Company (which may now or in the future subsist).

**"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 Company.

**"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 Company, 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 Company's rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of the Company'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.

**"Scheduled Assigned Contracts"** means the following Assigned Contracts

Date of Contract	Parties to Contract	Details of Contract
31 May 2012	The Company and Bell Pottinger Communications Limited	Intra Group Hive Down Agreement

**"Secured Liabilities"** means all money, debts, obligations and liabilities from time to time due, owing or incurred by the Chargors 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).

**"Securities"** means all stocks, shares, loan notes, bonds, certificates of deposit, depository receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of the Company, together with all property and rights of the Company 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

*Continued*

**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

**"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



8

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

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

**COMPANY NO. 4742902  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF ACCESSION DATED 30  
JUNE 2012 AND CREATED BY BELL POTTINGER SANS  
FRONTIERES LIMITED FOR SECURING ALL MONIES DUE OR  
TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK  
PLC 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 7 JULY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 JULY 2012

