

MG01

Particulars of a mortgage or charge



228900 / 182

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 reg  
particulars of a charge for a Sc  
company. To do this, please us  
form MG01s

TUESDAY



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A36

04/10/2011

152

COMPANIES HOUSE

1

**Company details**

Company number

0 1 8 3 7 5 2 2

Company name in full

Balanus Limited (the Company)

For official use

8

**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

20 09 20 11

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

A security agreement dated 20 September 2011 between, amongst others, the Company and  
Deutsche Bank AG, London Branch (the **Security Agent**) as security agent and trustee for the  
Senior Secured Creditors, as defined below (the **Security Agreement**)

4

**Amount secured**

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

Amount secured

All present and future obligations and liabilities (whether actual or  
contingent and whether owed jointly or severally or in any other  
capacity whatsoever) of the Obligor(s) (as defined below) (or any one  
or more of them) to the Senior Secured Creditors (as defined below)  
(or any one or more of them) under or in connection with the Senior  
Secured Documents (as defined below), including, without  
limitation, any Senior Secured Agent Amounts (as defined below),  
any premium, interest, penalties, fees, indemnifications,  
reimbursements and other amounts payable under or in connection  
with the Senior Secured Documents, together with any related  
Additional Liabilities (as defined below) owed to any of the Senior  
Secured Creditors and together also with all costs, charges and  
expenses incurred by any of the Senior Secured Creditors in  
connection with the protection, preservation or enforcement of its  
rights under the Senior Secured Documents (the **Senior Secured  
Liabilities**)

**Continuation page**

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

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## 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

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

Name Deutsche Bank AG, London Branch

Address Winchester House, 1 Great Winchester Street

London

Postcode E C 2 N 2 D B

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 Please see continuation sheets

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## 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 ALLEN & OVERY LLP

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 LUCD, BK 0015437-0008211

Company name Allen & Overy LLP

Address One Bishops Square

Post town

County/Region London

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 02030882647



### 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 [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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## 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>1. CREATION OF SECURITY</b></p> <p><b>1.1 General</b></p> <p>(a) All the Security created under the Security Agreement</p> <p>(i) is created in favour of the Security Agent,</p> <p>(ii) is created over present and future assets of the Company,</p> <p>(iii) is security for the payment, discharge and performance of all the Senior Secured Liabilities,</p> <p>(iv) is first ranking save that, where any security is stated to be first priority in this Clause, its priority is subject to the security granted under the Existing Debenture until such time as the Existing Debenture is terminated in accordance with its terms and the Intercreditor Agreement,</p> <p>(v) is granted in accordance with the Agreed Security Principles, and</p> <p>(vi) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994</p> <p>(b) If the Company assigns or charges or secures its rights under an agreement or asset under the Security Agreement and the assignment or charge breaches a term of that agreement because a third party's consent has not been obtained</p> <p>(i) the Company must notify the Security Agent immediately,</p> <p>(ii) the assignment or charge will not take effect in relation to all rights under that agreement until that consent is obtained save that such assignment or charge will take effect in relation to all damages, compensation, remuneration, profit, rent or income which the Company may derive from that right or be awarded or entitled to in respect of that right,</p> <p>(iii) unless the Security Agent otherwise requires, the Company must, and each other Chargor must ensure that the Company will, use all reasonable endeavours to obtain the consent as soon as reasonably practicable, and</p> <p>(iv) the Company must promptly supply to the Security Agent a copy of the consent obtained by it</p> <p>(c) The Security Agent declares that it holds the benefit of the Security Agreement and the Security on trust for the Senior Secured Creditors</p> <p>(d) The fact that no or incomplete details of any Security Asset are inserted in Schedule 2 (Security Assets) of the Security Agreement or in Schedule 1 to any Deed of Accession (if any) by which the Company became party to the Security Agreement does not affect the validity or enforceability of this Security</p>	

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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>1.2 Land</b></p> <p>(a) The Company has charged</p> <ul style="list-style-type: none"> <li>(i) by way of a first priority legal mortgage all estates or interests in any Mortgaged Property owned by it, and</li> <li>(ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above by way of first priority fixed charge all estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives the Company a right to occupy or use property (in each case except for any Excluded Property)</li> </ul> <p>(b) A reference in the Security Agreement to the Mortgaged Property and any other freehold property includes</p> <ul style="list-style-type: none"> <li>(i) all buildings, erections, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on that property owned by the Company, and</li> <li>(ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Company in respect of that property and any moneys paid or payable in respect of those covenants</li> </ul> <p><b>1.3 Investments</b></p> <p>(a) The Company has charged</p> <ul style="list-style-type: none"> <li>(i) by way of a first priority mortgage, all shares in any member of the Group (other than itself) owned by it or held by any nominee on its behalf, this includes, but is not limited to, any specified in Part 2 of Schedule 2 (Security Assets) of the Security Agreement opposite its name or in Part 2 of Schedule 1 to any Deed of Accession by which it became party to the Security Agreement and this MG01 under the heading <b>Shares</b>, and</li> <li>(ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of a first priority fixed charge its interest in all shares, stocks, debentures, bonds, warrants, coupons or other securities and investments or other interests or participations that confer on a person the right to receive a share of the profits and losses or a distribution of the assets of the relevant member of the Group (including all Cash Equivalents) owned by it or held by any nominee on its behalf</li> </ul> <p>(b) A reference in this Subclause to any share, stock, debenture, bond, warrant, coupon or other security or investment includes</p> <ul style="list-style-type: none"> <li>(i) any dividend, interest or other distribution paid or payable,</li> </ul>	

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## Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,</p> <p>(iii) any right against any clearance system (including any right against CREST or CRESTCo Limited), and</p> <p>(iv) any right under any custodian or other agreement (including any right which the Company may have under any agreement with a system-user relating to the use of that system-user's account with CREST),</p> <p>in relation to that share, stock, debenture, bond, warrant, coupon or other security or investment</p> <p><b>1.4 Plant and machinery</b></p> <p>The Company has charged by way of a first priority fixed charge all plant and machinery owned by it and its interest in any plant and machinery in its possession</p> <p><b>1.5 Credit balances</b></p> <p>The Company has charged by way of a first priority fixed charge all of its rights in respect of any amount standing to the credit of any account it has with any person and the debt represented by that account</p> <p><b>1.6 Book debts</b></p> <p>The Company has charged by way of first priority fixed charge</p> <p>(a) all of its book and other debts,</p> <p>(b) all other moneys due and owing to it, and</p> <p>(c) the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) above</p> <p><b>1.7 Insurances</b></p> <p>(a) The Company has assigned absolutely, subject to a proviso for re-assignment on redemption, all amounts payable to it under or in connection with each of its Insurances and all of its rights in connection with those amounts</p> <p>(b) To the extent that they are not effectively assigned under paragraph (a) above, the Company has charged by way of first priority fixed charge all amounts and rights described in paragraph (a) above</p>	

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## Particulars of a mortgage or charge

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Short particulars	<p>(c) A reference in this subclause to any amounts excludes all amounts received or receivable under or in connection with any third party liability Insurance and required to settle a liability of an Obligor to a third party</p> <p><b>1.8 Relevant contracts</b></p> <p>(a) Subject to paragraph (b) below, the Company has assigned absolutely by way of security, subject to a proviso for re-assignment on redemption, all of its rights in respect of its Relevant Contracts including all damages, compensation, remuneration, profit, rent or income which the Company may derive from that right or be awarded or entitled to in respect of that right</p> <p>(b) To the extent that any right described in paragraph (a) above is not assignable or capable of assignment, the assignment of that right purported to be effected by paragraph (a) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Company may derive from that right or be awarded or entitled to in respect of that right</p> <p>(c) To the extent that they do not fall within any other subclause of this Clause and are not effectively assigned under paragraph (a) or (b) above, the Company has charged by way of first priority fixed charge all of its rights under each agreement and document to which it is a party</p> <p><b>1.9 Intellectual property</b></p> <p>The Company has charged by way of a first priority fixed charge all of its rights in respect of any Intellectual Property Rights, this includes, but is not limited to, any specified in Part 4 of Schedule 2 (Security Assets) of the Security Agreement opposite its name or in Part 4 of Schedule 1 to any Deed of Accession by which it became party to the Security Agreement and this MG01 under the heading <b>Specific Intellectual Property Rights</b></p> <p><b>1.10 Miscellaneous</b></p> <p>The Company has charged by way of a first priority fixed charge</p> <p>(a) any beneficial interest, claim or entitlement it has to any assets of any pension fund,</p> <p>(b) its goodwill,</p> <p>(c) its interest in any freehold or leasehold property, excluding any Excluded Assets,</p> <p>(d) the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset and the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in this paragraph (d),</p> <p>(e) its uncalled capital, and</p>	

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Short particulars	<p>(f) any agreement to which it is a party except to the extent that it is the subject of any security created under any other term of this Clause</p> <p><b>1.11 Floating charge</b></p> <p>(a) The Company has charged by way of a first priority floating charge all of its assets whatsoever and wheresoever not otherwise effectively mortgaged, charged or assigned under Clause 2 (Creation of Security) of the Security Agreement</p> <p>(b) Except as provided below, the Security Agent may by notice to the Company convert the floating charge created by the Company under the Security Agreement into a fixed charge as regards any of the Company's assets specified in that notice, if</p> <p>(i) a Senior Secured Default has occurred and is continuing,</p> <p>(ii) the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy, or</p> <p>(iii) the Company fails to comply, or takes any action which, in the opinion of the Security Agent, is likely to result in it failing to comply with its obligations under Clause 4 (Restrictions on Dealings) of the Security Agreement</p> <p>(c) The floating charge created by this Subclause may not be converted into a fixed charge solely by reason of</p> <p>(i) the obtaining of a moratorium, or</p> <p>(ii) anything done with a view to obtaining a moratorium,</p> <p>under section 1A to the Insolvency Act 1986 or by reason of analogous steps being taken in any other applicable jurisdiction</p> <p>(d) The floating charge created under this Subclause will (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge over all of the Company's assets</p> <p>(i) if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator, or</p> <p>(ii) on the convening of any meeting of the members of the Company to consider a resolution to wind the Company up (or not to wind the Company up) other than a solvent reorganisation permitted under the terms of the Senior Secured Documents</p>	

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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

(e) The floating charge created under this Subclause is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule BI to the Insolvency Act 1986

(f) The giving by the Security Agent of a notice under paragraph (b) above in relation to any asset of the Company will not be construed as a waiver or abandonment of the Security Agent's rights to give any other notice in respect of any other asset or of any other right of any other Senior Secured Creditor under the Security Agreement or any other Senior Secured Document

#### 1.12 Exclusion of Excluded Assets from Fixed Charge

Notwithstanding any other provision of the Security Agreement, Security Interests in respect of the Excluded Assets shall be limited to those created by the floating charge in Clause 2.11 (Floating Charge) of the Security Agreement and Clause 1.11 of this MG01 above

#### 1.13 Exclusion of the Excluded LC Accounts

Notwithstanding any other provision of the Security Agreement, the Security Agreement shall create no Security Interest or any other rights in favour of the Senior Secured Creditors in relation to the Excluded LC Accounts, provided however that the Security Interest created by the floating charge in Clause 1.11 (Floating Charge) above shall apply to any balance remaining in the Excluded LC Accounts once all liabilities under the related letters of credit have been discharged

### 2. RESTRICTIONS ON DEALINGS

The Company may not

- (a) create or allow to exist any Security Interest on any of its assets, or
- (b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily dispose of all or any part of its assets,

unless permitted under the Senior Secured Documents

#### **DEFINITIONS:**

##### **In this MG01:**

**Additional Borrower** means a company which becomes a Borrower in accordance with Clause 28 (Changes to the Obligors) of the Senior Revolving Facility Agreement

**Additional Chargor** means a member of the Group which becomes a Chargor by executing a Deed of Accession

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## Particulars of a mortgage or charge

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Short particulars	<p><b>Additional Guarantor</b> means a company which becomes a Guarantor in accordance with Clause 28 (Changes to the Obligors) of the Senior Revolving Facility Agreement</p> <p><b>Additional Liability</b> means, in relation to a liability, any liability which arises or is incurred as a result of or in connection with</p> <ul style="list-style-type: none"> <li>(a) any deferral, extension, novation or refinancing of such liability,</li> <li>(b) any claim for damages, restitution or otherwise made in connection with such liability,</li> <li>(c) any claim against an Obligor resulting from a recovery by such Obligor or any other Person of a payment or discharge in respect of such liability on the grounds of preference or otherwise, and</li> <li>(d) any amount (such as post-insolvency interest) which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings</li> </ul> <p><b>Agent</b> means Deutsche Bank AG, London Branch in its capacity as agent under the Senior Revolving Facility Agreement</p> <p><b>Agreed Security Principles</b> has the meaning given to that term in Schedule 14 of the Senior Revolving Facility Agreement</p> <p><b>Borrower</b> means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 28 (Changes to the Obligors) of the Senior Revolving Facility Agreement</p> <p><b>Cash Equivalents</b> means</p> <ul style="list-style-type: none"> <li>(a) certificates of deposit,</li> <li>(b) any investment in marketable obligations issued or guaranteed by any government or by an instrumentality or agency of any government,</li> <li>(c) open market commercial paper,</li> <li>(d) investments in money market funds, or</li> <li>(e) any other similar instrument, security or investment</li> </ul>	

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## Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>Chargor</b> means each Original Chargor and any Additional Chargor</p> <p><b>CREST</b> means the clearance system operated by CRESTCo Limited</p> <p><b>Deed of Accession</b> means a deed substantially in the form of Schedule 5 (Form of Deed of Accession) of the Security Agreement</p> <p><b>Event of Default</b> means any event or circumstance specified as such in Clause 26 (Events of Default) of the Senior Revolving Facility Agreement</p> <p><b>Excluded Assets</b> means (a) any Excluded Property, (b) any property or asset to the extent that the grant or perfection of a security interest in such property or asset requires a consent of a counterparty to an applicable contract not obtained after using all commercially reasonable efforts, (c) any vehicle with a fair market value of less than £35,000, (d) any other item of personal property with a fair market value of less than £15,000, (e) deposit accounts, escrow accounts and security accounts, and (f) any property or asset to the extent that the grant or perfection of a security interest in such property or asset requires the consent of any regulatory authority not obtained after using all commercially reasonable efforts, provided, however, that Excluded Assets shall not include any proceeds, substitutions or replacements of any Excluded Assets referred to in paragraph (b) or (f) (unless such proceeds, substitutions or replacements would constitute Excluded Assets referred to in (b) or (f), respectively)</p> <p><b>Excluded LC Accounts</b> means (i) any deposit accounts, escrow accounts and security accounts in an aggregate amount not to exceed £3 5 million relating to any letters of credit and bank guarantees issued by the Royal Bank of Scotland plc in respect of casualty or liability insurance or self insurance provided by Zurich Insurance plc (London Branch) in connection with leased automobiles provided to the Company's employees or former employees and (ii) any deposit accounts, escrow accounts and security accounts in an aggregate amount not to exceed £1 5 million relating to any letters of credit and bank guarantees issued by the Royal Bank of Scotland plc in connection with the Company's investment in Windward Insurance PCC Limited or another protected cell captive necessary to provide capital in respect of potential insurance claims arising out of the Company's business, but only to the extent and in amounts necessary to satisfy regulatory requirements</p> <p><b>Excluded Property</b> means (a) any leasehold property now owned or hereafter acquired by the Company in respect of which the lease, when granted, reserved a rent which then represented the market rent for such interest, and (b) any freehold interest in real property if the greater of the cost and the book value of such interest is less than £50,000</p> <p><b>Existing Debenture</b> means the debenture dated 8 May 2009 granted by the Issuer, as original chargor, and certain of its subsidiaries, as additional chargors, in favour of Deutsche Bank AG, London Branch as security agent as amended from time to time</p> <p><b>Facility</b> means each of Facility A and Facility B</p> <p><b>Facility A</b> has the meaning given to that term in Clause 2 1(a) of the Senior Revolving Facility Agreement</p>	

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Short particulars	<p><b>Facility B</b> has the meaning given to that term in Clause 2 1(b) of the Senior Revolving Facility Agreement</p> <p><b>Fixtures</b> means all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery included in the Company's Mortgaged Property</p> <p><b>Fund</b> means a fund that invests in loans</p> <p><b>Group</b> means the Issuer and its Subsidiaries</p> <p><b>Guarantor</b> means the Original Guarantors or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 28 (Changes to the Obligors) of the Senior Revolving Facility Agreement</p> <p><b>Hedging Agreement</b> means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by a Borrower and a Hedging Bank for the purpose of hedging interest rate risks in relation to the Facilities</p> <p><b>Hedging Bank</b> means each Lender which is, or has become, a party to the Intercreditor Agreement as a Hedging Bank in accordance with the provisions of the Intercreditor Agreement</p> <p><b>Insurance</b> means any contract of insurance held by or on behalf of a Chargor or in relation to which such Chargor has a right to claim</p> <p><b>Intellectual Property Rights</b> means</p> <ul style="list-style-type: none"> <li>(a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and</li> <li>(b) the benefit of all applications and rights to use such assets of each Obligor</li> </ul> <p><b>Intercreditor Agreement</b> means the intercreditor agreement dated on or about the date of the Security Agreement between, amongst others, the Issuer, each other Original Chargor, the Security Agent, Deutsche Trustee Company Limited as senior secured bond trustee and the secured creditors referred to therein</p> <p><b>Issuer</b> means Countrywide Holdings, Ltd , a company incorporated in the Cayman Islands with registered number WK-182043 and registered office located at Walkers SPY Limited, Walker House, 87 Mary Street, George Town, Grand Cayman KY1-9002, Cayman Islands</p> <p><b>Lender</b> has the meaning given to that term in the Senior Revolving Facility Agreement.</p> <p><b>Material Contract</b> means each contract identified in Schedule 20 (Material Contracts) of the Senior Revolving Facility Agreement and this MG01 under the heading <b>Relevant Contracts</b> and each other contract notified by the Company to the Agent that is material in connection with the business or operations of the Group</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	<p><b>Mortgaged Property</b> means all freehold and leasehold property specified in Part 1 of Schedule 1 (Security Assets) of the Security Agreement and this MG01 under the heading <b>Real Property</b>, or in Part 1 of Schedule 1 to any Deed of Accession</p> <p><b>Obligor</b> means the Issuer, each Guarantor and each member of the Group which has any obligation to any Senior Secured Creditors under any of the Senior Secured Documents</p> <p><b>Original Borrower</b> means Countrywide Holdings, Ltd and Countrywide Plc</p> <p><b>Original Chargor</b> means Countrywide Holdings Ltd and the companies listed in Schedule 1 of the Security Agreement</p> <p><b>Original Guarantor</b> means the companies listed in Part 1 of Schedule 1 of the Senior Revolving Facility Agreement</p> <p><b>Party</b> means a party to the Security Agreement</p> <p><b>Person</b> means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organisation, government or any agency or political subdivision thereof or any other entity</p> <p><b>Premises</b> means all buildings and erections included in the Company's Mortgaged Property</p> <p><b>Relevant Contract</b> means in relation to the Company</p> <ul style="list-style-type: none"> <li>(a) any agreement specified in Part 3 of Schedule 2 (Security Assets) to the Security Agreement and this MG01 under its name under the heading <b>Relevant Contracts</b> or in Part 3 of Schedule 1 to any Deed of Accession by which the Company became party to the Security Agreement,</li> <li>(b) any other agreement to which the Company is a party and which the Company and the Security Agent have designated a Relevant Contract, and</li> <li>(c) each Material Contract to which the Company is a Party</li> </ul> <p><b>Security</b> means any Security Interest created, evidenced or conferred by or under the Security Agreement or any Deed of Accession</p> <p><b>Security Account</b> means in relation to any Chargor</p> <ul style="list-style-type: none"> <li>(a) any account specified in Part 5 of Schedule 2 (Security Assets) of the Security Agreement or in Part 5 of Schedule 1 to any Deed of Accession by which it became party to the Security Agreement, and</li> <li>(b) any account which it purports to charge under the Security Agreement</li> </ul> <p><b>Security Assets</b> means all assets of the Company the subject of this Security</p>	

## MG01 - continuation page

### Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="308 376 1034 405">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="308 501 1513 562"><b>Security Interest</b> means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect</p> <p data-bbox="308 595 1513 790"><b>Senior Revolving Facility Agreement</b> means the £25 million senior revolving facilities agreement dated on or about the date of the Security Agreement between, amongst others, the Issuer as a borrower and a guarantor, each other Original Chargor as borrowers and/or guarantors (as applicable), Credit Suisse AG, London Branch and Deutsche Bank AG, London Branch as mandated lead arrangers, the Agent and the Security Agent (as amended, restated, supplemented or novated from time to time)</p> <p data-bbox="308 824 1513 1081"><b>Senior Secured Agent Amounts</b> means (a) amounts incurred by and/or payable to (including by way of costs, charges, expenses or indemnities) each of the Agent and the Security Agent (in its capacity as security agent for the Senior Secured Creditors) or to any appointee thereof arising under any of the Senior Secured Documents, and (b) all other compensation for services provided by the Agent, the Security Agent or any depositary pursuant to the Senior Secured Documents and all other out-of-pocket costs and expenses reasonably incurred by any of the Agent, the Security Agent or any depositary in carrying out its duties or performing its services pursuant to the terms of the Senior Secured Documents</p> <p data-bbox="308 1115 1513 1176"><b>Senior Secured Creditors</b> means the Agent (on its own behalf and on behalf of the Super Priority Creditors), the Super Priority Creditors and the Security Agent</p> <p data-bbox="308 1209 1513 1270"><b>Senior Secured Default</b> means any event which is, or after notice or passage of time or both, would be, an Event of Default under the Senior Revolving Facility Agreement</p> <p data-bbox="308 1303 1513 1435"><b>Senior Secured Documents</b> means the Senior Revolving Facility Agreement and any Hedging Agreement and any other deed, agreement, or instrument entered into or executed pursuant thereto in connection therewith and any other agreement, indenture or document evidencing liabilities of any Obligor to any Senior Secured Creditor</p> <p data-bbox="308 1469 1513 1697"><b>Subsidiary</b> means (a) a company, corporation or partnership in respect of which another company, corporation or partnership owns or controls by contract more than 50 per cent of the voting rights (a <b>Direct Subsidiary</b>) or (b) a company, corporation or partnership in respect of which another company, corporation or partnership owns or controls by contract more than 50 per cent of the voting rights directly or indirectly through another one or more companies, corporations or partnerships which in each case is a Direct Subsidiary of that other company, corporation or partnership</p> <p data-bbox="308 1731 1329 1760"><b>Super Priority Creditors</b> has the meaning given to it in the Intercreditor Agreement</p> <p data-bbox="308 1794 1398 1823"><b>System-User</b> has the meaning given to it in the Uncertificated Securities Regulations 2001</p>

# MG01 - continuation page

## 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				
	<div>SCHEDULE</div> <div>REAL PROPERTY</div>			
	<div>Tenure</div>	<div>Address or Description</div>	<div>Title Number</div>	<div>Registered Proprietor</div>
	Leasehold	238 Southchurch Drive, Clifton, Nottingham, NG11 8AA	NT170915	Countrywide Assured Group PLC (now known as Balanus Limited)
	Leasehold	18-20 Cree House, Creechurch Lane, London, EC3A 5AY	NGL756658	Countrywide Assured Group PLC (now known as Balanus Limited)
	<div>SHARES</div>			
	<div>Company (registered number)</div>	<div>Name of Company (registered number) in which shares are held</div>	<div>Class of Shares Held</div>	<div>Number of Shares Held</div>
	Balanus Ltd (01837522)	Countrywide Estate Agents (Unlimited Company) (789476)	Ordinary	100%

# MG01 - continuation page

## 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

Balanus Ltd (01837522)	Countrywide Principle Services Limited (01707341)	Ordinary	100%
Balanus Ltd (01837522)	Countrywide Estate Agents FS Limited (1084123)	Ordinary	100%
Balanus Ltd (01837522)	Countrywide Property Lawyers Limited (2066827)	Ordinary	100%
Balanus Ltd (01837522)	Countrywide Surveyors Limited (1954031 )	Ordinary	100%
Balanus Ltd (01837522)	Slater Hogg Mortgages Limited (4206425)	Ordinary	100%
Balanus Limited (01837522)	TM Group (UK) Limited (05278187)	Ordinary	33 1/3 %

#### RELEVANT CONTRACTS

None as at the date of the Security Agreement

#### SPECIFIC INTELLECTUAL PROPERTY RIGHTS

# MG01 - continuation page

## 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	Company (registered number)	Type	Description	Country	Registration No.
	Balanus Ltd (01837522)	Trade Mark	Abbotts	UK	1299226 merged into 1299228
	Balanus Ltd (01837522)	Trade Mark	Abbotts	UK	1299227 merged into 1299228
	Balanus Ltd (01837522)	Trade Mark	Abbotts	UK	1299228
	Balanus Ltd (01837522)	Trade Mark	Bairstow Eves	UK	B129923 1 merged into 1299233
	Balanus Ltd (01837522)	Trade Mark	Bairstow Eves	UK	B1299232 merged into 1299233
	Balanus Ltd (01837522)	Trade Mark	Bairstow Eves	UK	1299233
	Balanus Ltd (01837522)	Trade Mark	Bridgfords	UK	1299240 merged into 1299242

# MG01 - continuation page

## 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	Balanus Ltd (01837522)	Trade Mark	Bridgfords	UK	1299241 merged into 1299242
	Balanus Ltd (01837522)	Trade Mark	Bridgfords	UK	1299242
	Balanus Ltd (01837522)	Trade Mark	Mann & Co	UK	1299254 merged into 1299258
	Balanus Ltd (01837522)	Trade Mark	Mann & Co	UK	1299255 merged into 1299258
	Balanus Ltd (01837522)	Trade Mark	Mann & Co	UK	1299256 merged into 1299258
	Balanus Ltd (01837522)	Trade Mark	Mann & Co	UK	1299257 merged into 1299258
	Balanus Ltd (01837522)	Trade Mark	Mann & Co	UK	1299258
	Balanus Ltd (01837522)	Trade Mark	Taylors	UK	1299261

# MG01 - continuation page

## 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					
	Balanus Ltd (01837522)	Trade Mark	Watson Bull and Porter (words and device)	UK	2204003
	Balanus Ltd (01837522)	Trade Mark	King and Chasemore (words and device)	UK	2204006
	Balanus Ltd (01837522)	Trade Mark	Faron Sutaria (words and device)	UK	2204004
	Balanus Ltd (01837522)	Trade Mark	Austin and Wyatt (words and device)	UK	2204882
	Balanus Ltd (01837522)	Trade Mark	Beresford Adams (words and device)	UK	2204881
	Balanus Ltd (01837522)	Trade Mark	John D Wood and Co (words and device)	UK	2204885
	Balanus Ltd (01837522)	Trade Mark	Countrywide Residential Lettings (words and device)	UK	2205388

# MG01 - continuation page

## 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

Balanus Ltd (01837522)	Trade Mark	Countrywide Property Management (words and device)	UK	2205387
Balanus Ltd (01837522)	Trade Mark	Dixons Estate Agents (words and device)	UK	2213455
Balanus Ltd (01837522)	Trade Mark	Spencers (words and device)	UK	2213456
Balanus Ltd (01837522)	Trade Mark	Bairstow Eves Countrywide (words and device)	UK	2223447



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

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

**COMPANY NO. 1837522  
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 20  
SEPTEMBER 2011 AND CREATED BY BALANUS LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
OBLIGORS (OR ANY ONE OR MORE OF THEM) TO THE SENIOR  
SECURED CREDITORS (OR ANY ONE OR MORE OF THEM) 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 4 OCTOBER  
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 OCTOBER 2011



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES