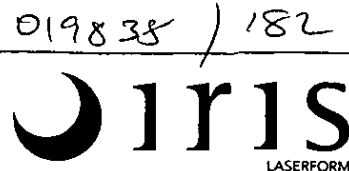


MG01

Particulars of a mortgage or charge



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

MONDAY



LD6

"L1EQLO6W"

06/08/2012

#16

COMPANIES HOUSE

1

Company details

Company number / 0 1 8 4 1 6 9 7

Company name in full KAPITI LIMITED (the "Chargor")

9

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 / d2 d7 m0 m7 y2 y0 y1 y2

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 dated 27 July 2012 (the "Debenture") and entered into between, amongst others, the
Chargor and Credit Suisse AG, Cayman Islands Branch as international collateral agent for itself
and other Secured Parties (as defined on continuation page 13 of Part 6 of this Form MG01) (the
"International Collateral Agent")

4

Amount secured

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

Amount secured

The Secured Obligations

(For definitions of capitalised terms used in this Form MG01, please
see continuation pages 1 to 13 of Part 6 of this Form MG01)

Continuation page

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

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

Continuation page

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

Name Credit Suisse AG, Cayman Islands Branch

Address Eleven Madison Avenue

New York, USA

Postcode N Y 1 0 0 1 0

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. CHARGING PROVISIONS**1.1 Specific Security**

The Chargor, as continuing security for the payment of the Secured Obligations, charged in favour of the International Collateral Agent with full title guarantee the following assets in the Debenture, both present and future from time to time owned by it or in which it has an interest

(a) by way of first legal mortgage**(i)** all Property now belonging to or vested in it, and**(ii)** all the Shares and Investments and all corresponding Related Rights,**(b) by way of first fixed charge****(i)** all other interests (not effectively charged under Clause 3 1(a) of the Debenture as set out in Clause 1 1(a) (*Specific Security*) of this MG01) in any Property and the benefit of all other agreements relating to land,**(ii)** all of its right, title and interest in the Charged Intellectual Property,**(iii)** all of its right, title and interest in the Equipment,

Please see continuation pages 1 to 13 of this Part 6 of this Form MG01 attached hereto

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 Latham & Watkins

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 **Joanna Macintosh**

Company name **Latham & Watkins**

Address **99 Bishopsgate**

Post town **London**

County/Region **UK**

Postcode **E C 2 M 3 X F**

Country **UK**

DX

Telephone **020 7710 4686**



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 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

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

- (iv) all Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables,
- (v) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts,
- (vi) all monies standing to the credit of the Accounts and any other bank accounts which it may have with any bank, financial institution or other person and all of its rights, title and interest in relation to those accounts,
- (vii) all of its rights and interest in the Hedging Agreements,
- (viii) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets,
- (ix) its goodwill and uncalled capital, and
- (x) if not effectively assigned by Clause 3.3 of the Debenture as set out in Clause 1.3 (*Security Assignment*) of this MG01, all its rights, title and interest in (and claims under) the Insurance Policies and the Assigned Agreements

1.2 Floating Charge

As further continuing security for the payment of the Secured Obligations, the Chargor charged with full title guarantee in favour of the International Collateral Agent by way of first floating charge all its present and future assets and rights not effectively charged by way of fixed charge under Clause 3.1 of the Debenture as set out in Clause 1.1 (*Specific Security*) of this MG01 or assigned under Clause 3.3 of the Debenture as set out in Clause 1.3 (*Security Assignment*) of this MG01

1.3 Security Assignment

As further continuing security for the payment of the Secured Obligations, the Chargor assigned absolutely with full title guarantee to the International Collateral Agent all its rights, title and interest in

- (a) the Insurance Policies, and
- (b) the Assigned Agreements,

subject in each case to reassignment by the International Collateral Agent to the Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations

1.4 Conversion of Floating Charge

- (a) The International Collateral Agent may, by notice to the Chargor, convert the floating charge created under the Debenture into a fixed charge with immediate effect as regards those assets specified in the notice, if
 - (i) an Enforcement Event has occurred, or
 - (ii) the International Collateral Agent reasonably considers (in good faith) that a material part of the Charged Property is in danger of being seized or sold under any form of distress, attachment,

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

execution or other legal process, or

(iii) the International Collateral Agent reasonably considers (in good faith) that it is necessary in order to protect the priority of the Security

(b) The floating charge created under the Debenture will automatically (without notice) and immediately be converted into a fixed charge over all the assets of the Chargor which are subject to the floating charge created under the Debenture, if

(i) the members of the Chargor convene a meeting for the purposes of considering any resolution for its winding-up, dissolution, or a compromise, assignment or arrangement with any creditor,

(ii) the Chargor creates, or attempts to create, Security (except as permitted by the Loan Documents or with the prior consent of the International Collateral Agent) on or over any of the Charged Property,

(iii) any person levies or attempts to levy any distress, attachment, execution or other legal process against any of the Charged Property, or

(iv) any person (who is entitled to do so) gives notice of its intention to appoint an administrator to the Chargor or files such notice with the court

(c) Upon the conversion of any floating charge pursuant to Clause 3 4 of the Debenture, as set out in Clause 1 4 of this MG01, the Chargor shall, at its own expense, immediately upon request by the International Collateral Agent execute a fixed charge or legal assignment in such form as the International Collateral Agent may require

1.5 Property Restricting Charging

(a) There was excluded from the charge created by Clause 3 1 of the Debenture as set out in Clause 1 1 (*Specific Security*) of this MG01 and from the operation of Clause 4 of the Debenture as set out in Clause 2 (*Further Assurance*) of this MG01

(i) any leasehold property held by the Chargor under a lease which prohibits either absolutely or conditionally (including requiring the consent of any third party) the Chargor from creating any charge over its leasehold interest, and

(ii) any Intellectual Property in which the Chargor has any right, title or interest under any licence or other agreement which prohibits either absolutely or conditionally (including requiring the consent of any third party) the Chargor from creating any charge over its right, title or interest in that Intellectual Property,

in each case until the relevant condition or waiver has been satisfied or obtained

(b) For all leasehold property or rights in Intellectual Property referred to in Clause 3 5(a) of the Debenture as set out in Clause 1 5(a) of this MG01, the Chargor undertakes to apply for the relevant consent or waiver of prohibition or condition within 14 days of the date of the Debenture, to use its reasonable endeavours to obtain such consent within 28 days of the date of the Debenture, and to keep the International Collateral Agent informed of the progress of its negotiations (for the avoidance of doubt, so long as reasonable efforts are used, failure to obtain such consent shall not

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	<p>be a breach of the Debenture)</p> <p>(c) Immediately upon receipt of the relevant waiver or consent, the formerly excluded leasehold property or rights in Intellectual Property shall stand charged to the International Collateral Agent under Clause 3 1 (<i>Specific Security</i>) of the Debenture as set out in Clause 1.1 of this MG01. If required by the International Collateral Agent, at any time following receipt of that waiver or consent, the Chargor will forthwith execute a valid fixed charge or legal assignment in such form as the International Collateral Agent shall reasonably require.</p> <p>2. FURTHER ASSURANCE</p> <p>2.1 General</p> <p>(a) The Chargor shall promptly (and at its own expense), subject to the Agreed Security Principles, do all such acts (including payment of all stamp duties or fees) or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the International Collateral Agent may reasonably specify (and in such form as the International Collateral Agent may reasonably require)</p> <p>(i) to perfect the Security created or intended to be created under or evidenced by the Debenture or for the exercise of any rights, powers and remedies of the International Collateral Agent, any Receiver or the other Secured Parties provided by or pursuant to the Debenture or by law,</p> <p>(ii) to confer on the International Collateral Agent, or on the Secured Parties, Security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Debenture, and/or</p> <p>(iii) at any time after an Enforcement Event has occurred and is continuing, to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created under the Debenture</p> <p>(b) Subject to the Agreed Security Principles, the Chargor 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 International Collateral Agent or the Secured Parties by or pursuant to the Debenture</p> <p>3. NEGATIVE PLEDGE</p> <p>No Chargor may</p> <p>(a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property,</p> <p>(b) sell, assign, novate, transfer, license, sub-license, sub-lease, lease out, lend, allow to lapse, abandon or otherwise dispose of all or any part of the Charged Property (other than in respect of assets charged under Clause 3 2 (<i>Floating Charge</i>) of the Debenture as set out in Clause 1 2 of this MG01 on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or</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

(c) dispose of the equity of redemption in respect of all or any part of the Charged Property, except as permitted by the First Lien Credit Agreement and the Second Lien Credit Agreement or with the prior written consent of the International Collateral Agent

4. CONTINUING SECURITY

4.1 Continuing Security

The Security constituted by the Debenture shall be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or any other act, matter or thing

5. POWER OF ATTORNEY

The Chargor, by way of security, has irrevocably and severally appointed the International Collateral Agent, each Receiver and any person nominated for the purpose by the International Collateral Agent or any Receiver (in writing and signed by an officer of the International Collateral Agent or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed at any time following an Event of Default which is continuing or if the Chargor fails to comply with the terms of Clause 4 (*Further Assurance*) of the Debenture as set out in Clause 2 of this MG01 or Clause 7 (*Protection of Security*) of the Debenture to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of the Debenture, or which may be required or deemed proper in the exercise of any rights or powers conferred on the International Collateral Agent or any Receiver under the Debenture or otherwise for any of the purposes of the Debenture, and the Chargor covenants with the International Collateral Agent and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney

DEFINITIONS

Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa, and the following words when used in this Form MG01 (including these continuation pages of this Form MG01) shall have the following meanings

“Accounts” means the accounts of the Chargors set out in Schedule 6 (*Bank Accounts*) to the Debenture and/or such other accounts as the Chargors and the International Collateral Agent shall agree or (upon the occurrence of an Enforcement Event) as the International Collateral Agent shall specify,

“Acquisition” has the meaning given to it in the First Lien Credit Agreement,

“Acquisition Documents” shall mean the Scheme Documentation or the Offer Document (as the case may be),

“Administrative Agent” means

(i) with respect to the First Lien Credit Agreement, Credit Suisse AG, Cayman Islands

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

Branch, and

- (ii) with respect to the Second Lien Credit Agreement, Bank of America, N A ,
in each case as the context may require,

“Affiliate” means

- (i) with respect to the First Lien Credit Agreement, when used with respect to a specified person, another person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the person specified, provided, however, that, for purposes of Section 6 08 of the First Lien Credit Agreement, the term “Affiliate” shall also include (a) any person that directly or indirectly owns more than 10% of any class of Equity Interests of the person specified and (b) any person that is an officer or director of the person specified, and
- (ii) with respect to the Second Lien Credit Agreement, when used with respect to a specified person, another person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the person specified,

in each case as the context may require,

“Agents” shall mean the Administrative Agent, the Collateral Agent, the Syndication Agent, the Co-Documentation Agents and the Arrangers, and “Agent” shall mean any of them,

“Agreed Security Principles” shall mean the security principles set out in Schedule 5 11 of the First Lien Credit Agreement,

“Arranger” shall mean each of Credit Suisse Securities (USA) LLC, Merrill Lynch, Pierce Fenner & Smith Incorporated, Jefferies Finance LLC and Deutsche Bank Securities Inc ,

“Assigned Agreements” means any agreement designated as an assigned agreement by the Chargors and the International Collateral Agent, including but not limited to the agreements specified in Schedule 8 (*Assigned Agreements*) to the Debenture,

“Assignment and Assumption” shall mean an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 10 04 (b) to the First Lien Credit Agreement), and accepted by the Administrative Agent, in substantially the form of Exhibit B to the First Lien Credit Agreement, or any other form approved by the Administrative Agent,

“Borrower” means

- (i) with respect to the First Lien Credit Agreement, Magic Newco, LLC, Magic Newco S Sarl and Magic Bidco Limited, and
- (ii) with respect to the Second Lien Credit Agreement, Magic Newco, LLC,

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

in each case as the context may require,

“Borrower Agent” has the meaning given to it in the First Lien Credit Agreement and Second Lien Credit Agreement,

“Cash Management Agreement” shall mean any agreement to provide cash management services, including treasury, depository, overdraft, credit or debit card, electronic funds transfer and other cash management arrangements,

“Cash Management Bank” shall mean any Person that, at the time it enters into a Cash Management Agreement, is a Lender or an Affiliate of a Lender, in its capacity as a party to such Cash Management Agreement, provided that if such Person is an Affiliate of a Lender, such person shall deliver to the Administrative Agent a letter agreement pursuant to which such person (i) appoints the Collateral Agent as its agent under the applicable Loan Documents and (ii) agrees to be bound by the provisions of Sections 9 03, 10 03 and 10 10 of the First Lien Credit Agreement as if it were a Lender,

“Charged Intellectual Property” means any Intellectual Property owned by the Chargors from time to time, including (but not limited to) the Intellectual Property, if any, specified in Schedule 4 (*Charged Intellectual Property*) to the Debenture and as specified in any relevant Security Accession Deed,

“Charged Property” means the assets mortgaged, charged or assigned to the International Collateral Agent by the Debenture,

“Co-Documentation Agents” means Jefferies Finance LLC and Deutsche Bank Securities Inc ,

“Collateral Agent” means

- (i) with respect to the First Lien Credit Agreement, Credit Suisse AG, Cayman Islands Branch, and
- (ii) with respect to the Second Lien Credit Agreement, the U S Second Lien Collateral Agent and the International Collateral Agent and each of them as applicable,

in each case as the context may require,

“Commercial Letter of Credit” shall mean any letter of credit issued for the purpose of providing credit support in connection with the purchase of materials, goods or services by any Loan Party or its Subsidiaries in the ordinary course of their businesses,

“Control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities, by contract or otherwise, and the terms “Controlling” and “Controlled” shall have meanings correlative thereto,

“Eligible Assignee” has the meaning given to it in the First Lien Credit Agreement and Second Lien Credit Agreement,

“Enforcement Event” means a First Lien Enforcement Event or a Second Lien Enforcement Event,

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

"Equipment" means all plant, machinery, computers, office and other equipment, furnishings and vehicles together with any spare parts, replacements or modifications and the benefit of all contracts, licences and warranties relating thereto, including but not limited to any assets specified in Schedule 5 (*Equipment*) to the Debenture and as specified in any relevant Security Accession Deed,

"Equity Interest" has the meaning given to it in the First Lien Credit Agreement and Second Lien Credit Agreement,

"Escrow Account" has the meaning given to it in the Escrow Agreement,

"Escrow Agreement" means the escrow agreement dated on or around 19 March 2012 and made between the Chargor as the client and Bank of America N A as the escrow agent,

"Event of Default" means any event or circumstance specified as such in either the First Lien Credit Agreement or the Second Lien Credit Agreement,

"Equity Interest" has the meaning given to it in the First Lien Credit Agreement,

"Fee and Syndication Letter" has the meaning given to it in the First Lien Credit Agreement and Second Lien Credit Agreement,

"First Lien Credit Agreement" means the first lien credit agreement dated 19 March 2012 as amended on 1 June 2012 (and as amended and/or restated from time to time) and entered into between, among others, Magic Bidco Limited and the International Collateral Agent,

"First Lien Enforcement Event" has the meaning given to "Enforcement Event" in Schedule 5.11 of the First Lien Credit Agreement,

"First Lien Hedging Agreements" means any swap, cap, collar, forward purchase or similar agreements or arrangements dealing with interest rates, currency exchange rates or commodity prices, either generally or under specific contingencies entered into in respect of or in connection with the First Lien Credit Agreement,

"First Lien Loan Documents" shall mean the First Lien Credit Agreement, any amendments to the First Lien Credit Agreement, the Fee and Syndication Letter, the Letters of Credit, the Intercreditor Agreement, the Notes (if any), the Security Documents and any other document designated as such by the Borrower Agent and the Administrative Agent,

"First Lien Loan Parties" shall mean Magic Holdings, each Borrower, and upon accession, Topco, Holdings, and their Subsidiaries that become Guarantors hereunder,

"First Lien Secured Obligations" shall mean

(a) obligations of the Borrowers and the other Loan Parties from time to time arising under or in respect of the due and punctual payment of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by the Borrowers and the other Loan Parties under the First Lien Credit Agreement in respect of any Letter of Credit, when and as

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

due, including payments in respect of Reimbursement Obligations, interest thereon and obligations to provide cash collateral and (iii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Borrowers and the other Loan Parties under the First Lien Credit Agreement and the other Loan Documents and any Secured Cash Management Agreements, and

(b) the due and punctual payment and performance of all obligations of the Borrowers and the other Loan Parties under each Hedging Agreement entered into with any counterparty that is a Secured Party,

"First Lien Secured Parties" shall mean, collectively, the Administrative Agent, the Collateral Agent, each other Agent, the Lenders, each Cash Management Bank and each counterparty to a Hedging Agreement if, at the date of entering into such Hedging Agreement, such person was an Agent or a Lender or an Affiliate of an Agent or a Lender or, if not an Agent or Lender, such person delivers to the Administrative Agent a letter agreement to the Administrative Agent pursuant to which such person (i) appoints the Collateral Agent as its agent under the applicable Loan Documents and (ii) agrees to be bound by the provisions of Sections 9 03, 10 03 and 10 10 of the First Lien Credit Agreement as if it were a Lender,

"Guarantors" has the meaning given to it in the First Lien Credit Agreement and Second Lien Credit Agreement,

"Hedging Agreements" means the First Lien Hedging Agreements and the Second Lien Hedging Agreements,

"Holdings" shall mean Magic Newco 3 S à r l a Société à responsabilité limitée (limited liability company) incorporated under the laws of Luxembourg whose registered office is at 19, Rue de Bitbourg, L-1273 Luxembourg, registered with the Luxembourg Trade and Companies Register under number B168287,

"Incremental Term Loans" shall have the meaning assigned to such term in Section 2 20(c) of the First Lien Credit Agreement,

"Indebtedness" means, together, "Indebtedness" as defined in the First Lien Credit Agreement and "Indebtedness" as defined in the Second Lien Credit Agreement,

"Insurance Policies" means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, a Chargor or in which it is otherwise interested, including but not limited to the policies of insurance, if any, specified in Schedule 7 (*Insurance Policies*) to the Debenture (or as specified in any relevant Security Accession Deed),

"Investment" means any stock, share, debenture, loan stock, security, bonds, options, warrants, interest in any investment fund and any other comparable investment (including rights to subscribe for, convert into or otherwise acquire the same) whether owned directly by or to the order of a Chargor or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Shares) and including but not limited to the investments, if any, specified in Schedule 2 (*Shares and Investments*) to the Debenture,

"Intellectual Property" means any patents, utility models, trade marks, trade names, logos, service

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, technology, rights protecting confidential information, trade secrets and knowhow, rights protecting goodwill and reputation and any other rights and forms of protection of a similar nature or effect anywhere in the world (which may now or in the future subsist), and any interest (including by way of licence) in any of the foregoing, in each case, whether registered or unregistered and the benefit of all applications and rights to use such assets which may now or in the future subsist, and any other interest or rights derived from or incidental to the aforementioned rights,

“Intercreditor Agreement” means the intercreditor agreement dated 19 March 2012 as amended on 1 June 2012 (and as amended and/or restated from time to time) between, among others, Magic Bidco Limited, Magic Newco, LLC and Magic Newco 5 S à r l as borrowers, the International Collateral Agent, both in its capacity as the administrative agent and the collateral agent, and Bank of America, N A , both in its capacity as the second lien administrative agent and the second lien collateral agent,

“Issuing Bank” shall mean, as the context may require, (a) Credit Suisse AG, Cayman Islands Branch, in its capacity as issuer of Letters of Credit issued by it, (b) any other Lender that may become an Issuing Bank pursuant to Sections 2 18(j) and (k) of the First Lien Credit Agreement in its capacity as issuer of Letters of Credit issued by such Lender, or (c) collectively, all of the foregoing,

“Lenders” shall mean (a) the financial institutions that have become a party and (b) any financial institution that has become a party pursuant to an Assignment and Assumption, other than, in each case, any such financial institution that has ceased to be a party pursuant to an Assignment and Assumption,

“Letter of Credit” shall mean any (i) Standby Letter of Credit and (ii) Commercial Letter of Credit, in each case, issued or to be issued by an Issuing Bank for the account of Magic Holdings or any Subsidiary thereof pursuant to Section 2 18 of the First Lien Credit Agreement,

“Loan Documents” means the First Lien Loan Documents and the Second Lien Loan Documents,

“Loan Parties” means the First Lien Loan Parties and the Second Lien Loan Parties,

“Loans” means

- (i) with respect to the First Lien Credit Agreement, as the context may require, a Revolving Loan or a Term Loan, and
 - (ii) with respect to the Second Lien Credit Agreement, a Term Loan,
- in each case as the context may require,

“Magic” means Misys plc, a public limited company incorporated under the laws of England and Wales, with registered number 01360027,

“Magic Bidco Limited” means a company incorporated in England and Wales with registered number 7988755,

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

“Magic Borrower” means Magic Bidco Limited,

“Magic Holdings” means Magic Newco 4 S à r l ,

“Notes” has the meaning given to it in the First Lien Credit Agreement and Second Lien Credit Agreement,

“Offer” shall mean a contractual takeover offer within the meaning of Section 974 of the Companies Act made by Magic Borrower to effect the Acquisition (as that offer may be amended in accordance with the terms of the First Lien Credit Agreement),

“Other Debts” means all debts and monetary claims (other than Trading Receivables),

“Offer Documents” shall mean any documents published in accordance with the Takeover Code in order to make an Offer to the shareholders of Magic (including, without limitation, any revision to an Offer, any alternative Offer and any document published to reflect or effect a change of structure from a Scheme to an Offer,

“Property” means all freehold and leasehold property from time to time owned by a Chargor or in which a Chargor is otherwise interested and shall include

- (a) the proceeds of sale of all or any part of such property,
- (b) all rights, benefits, privileges, warranties, covenants, easements, appurtenances and licences relating to such property,
- (c) all money received by or payable to a Chargor in respect of such property, and
- (d) all buildings, fixtures and fittings from time to time on such property,

including, but not limited to the property, if any, specified in Schedule 2 (*Properties*) to the Debenture and as specified in any relevant Security Accession Deed,

“Quasi-Security” means a transaction in which the Chargor

- (a) sells, transfers or otherwise disposes of any of its assets on terms whereby they are or may be leased to or re-acquired by the Chargor or any other member of the Group,
- (b) sells, transfers or otherwise disposes of any of its receivables on recourse terms,
- (c) enters into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or
- (d) enters into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Indebtedness or of financing the acquisition of an asset,

“Receiver” means an administrator, a receiver and manager or (if the International Collateral Agent so specifies in the relevant appointment) receiver in each case appointed under the Debenture,

MG01 - continuation page

Particulars of a mortgage or charge

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“Reimbursement Obligations” has the meaning given to it in the First Lien Credit Agreement,

“Related Rights” means all dividends, distributions and other income paid or payable on a Share or Investment, together with all shares or other property derived from any Share or Investment and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Share or Investment (whether by way of conversion, redemption, bonus, preference, option or otherwise),

“Requirements of Law” shall mean, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law,

“Revolving Loan” has the meaning given to it in the First Lien Credit Agreement,

“Scheme” shall mean a scheme of arrangement made pursuant to Part 26 of the Companies Act between Magic and the holders of the Equity Interests of Magic in relation to the cancellation of the entire issued share capital of Magic and the subsequent issue of new shares in Magic to Magic Borrower as contemplated by the Scheme Circular (as such Scheme Circular may be amended in accordance with the terms of the First Lien Credit Agreement),

“Scheme Documentation” shall mean the Scheme Acquisition Agreement and Scheme Circular,

“Scheme Circular” has the meaning given to it in the First Lien Credit Agreement,

“Scheme Acquisition Agreement” has the meaning given to it in the First Lien Credit Agreement,

“Second Lien Credit Agreement” means the second lien credit agreement dated 19 March 2012 as amended on 1 June 2012 (and as amended and/or restated from time to time) and entered into between, among others, Magic Bidco Limited and the International Collateral Agent,

“Second Lien Enforcement Event” has the meaning given to “Enforcement Event” in the Second Lien Credit Agreement,

“Second Lien Hedging Agreements” means any swap, cap, collar, forward purchase or similar agreements or arrangements dealing with interest rates, currency exchange rates or commodity prices, either generally or under specific contingencies entered into in respect of or in connection with the Second Lien Credit Agreement,

“Second Lien Loan Documents” shall mean the Second Lien Credit Agreement, any amendments, the Fee and Syndication Letter, the Intercreditor Agreement, the Notes (if any), the Security Documents and any other document designated as such by the Borrower and the Administrative Agent,

“Second Lien Loan Parties” shall mean Magic Holdings, the Borrower, Magic Newco S S à l, Magic Bidco Limited and, upon accession, Topco, Holdings and their Subsidiaries that become Guarantors hereunder,

MG01 - continuation page

Particulars of a mortgage or charge

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Short particulars

“Second Lien Secured Obligations” shall mean

(a) obligations of the Borrower and the other Loan Parties from time to time arising under or in respect of the due and punctual payment of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise and (iii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Borrower and the other Loan Parties under the Second Lien Credit Agreement and the other Loan Documents, and

(b) the due and punctual payment and performance of all obligations of the Borrower and the other Loan Parties under each Hedging Agreement entered into with any counterparty that is a Secured Party,

“Second Lien Secured Parties” mean, collectively, the Administrative Agent, the Collateral Agent, each other Agent, the Lenders, each counterparty to a Hedging Agreement if, at the date of entering into such Hedging Agreement, such person was an Agent or a Lender or an Affiliate of an Agent or a Lender or, if not an Agent or Lender, such person delivers to the Administrative Agent a letter agreement to the Administrative Agent pursuant to which such person (i) appoints the Collateral Agent as its agent under the applicable Loan Documents and (ii) agrees to be bound by the provisions of Sections 9 03, 10 03 and 10 10 of the Second Lien Credit Agreement as if it were a Lender,

“Security Accession Deed” means a deed executed by a member of the group substantially in the form set out in Schedule 10 (*Form of Security Accession Deed*) to the Debenture, with those amendments which the International Collateral Agent may approve or reasonably require,

“Subsidiary” shall mean, with respect to any person (the “parent”) at any date, (i) any person the accounts of which would be consolidated with those of the parent’s in the parent’s consolidated financial statements if such financial statements were prepared in accordance with IFRS as of such date, (ii) any other corporation, limited liability company, association or other business entity of which securities or other ownership interests representing more than 50% of the voting power of all Equity Interests entitled (without regard to the occurrence of any contingency) to vote in the election of the board of directors thereof are, as of such date, owned, controlled or held by the parent and/or one or more subsidiaries of the parent, (iii) any partnership (a) the sole general partner or the managing general partner of which is the parent and/or one or more subsidiaries of the parent or (b) the only general partners of which are the parent and/or one or more subsidiaries of the parent and (iv) any other person that is otherwise Controlled by the parent and/or one or more subsidiaries of the parent Unless otherwise specified, references to Subsidiary herein shall refer to Subsidiaries of Topco,

“Secured Cash Management Agreement” shall mean any Cash Management Agreement that is entered into by and between any Loan Party and any Cash Management Bank,

“Secured Obligations” means the First Lien Secured Obligations and the Second Lien Secured

MG01 - continuation page

Particulars of a mortgage or charge

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Short particulars	<p>Obligations,</p> <p>“Secured Parties” means the First Lien Secured Parties and the Second Lien Secured Parties,</p> <p>“Security” means a mortgage, charge, pledge or lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,</p> <p>“Shares” means all shares owned by the Chargor, or held by a nominee on its behalf, in its Subsidiaries incorporated in England Wales including but not limited to any shares (i) in Magic issued to the Chargor pursuant to the Scheme or acquired by the Chargor (including without limitation, pursuant to the Offer), and/or (ii) specified in Schedule 2 (<i>Shares and Investments</i>) to the Debenture,</p> <p>“Standby Letter of Credit” shall mean any standby letter of credit or similar instrument issued for the purpose of supporting (a) workers’ compensation liabilities of Holdings or any of its Subsidiaries, (b) the obligations of third-party insurers of Holdings or any of its Subsidiaries arising by virtue of the laws of any jurisdiction requiring third-party insurers to obtain such letters of credit or (c) performance, payment, deposit or surety obligations of Holdings or any of its Subsidiaries if required by a Requirement of Law or in accordance with custom and practice in the industry,</p> <p>“Syndication Agent” means</p> <ul style="list-style-type: none"> (i) with respect to the First Lien Credit Agreement, Merrill Lynch, Pierce Fenner & Smith Incorporated, and (ii) with respect to the Second Lien Credit Agreement, Credit Suisse Securities (USA) LLC, <p>in each case as the context may require,</p> <p>“Term Loan” means</p> <ul style="list-style-type: none"> (iii) with respect to the First Lien Credit Agreement, as the context shall require, (a) a USD Term Loan, (b) a Euro Term Loan, if any, or (c) an Incremental Term Loan, if any, and (iv) with respect to the Second Lien Credit Agreement shall mean the Term Loans made to the Borrower pursuant to Section 2.01 of the Second Lien Credit Agreement, <p>in each case as the context may require,</p> <p>“Topco” shall mean Magic Newco 2 S à r l a Société à responsabilité limitée (limited liability company) incorporated under the laws of Luxembourg whose registered office is at 19, Rue de Bitbourg, L-1273 Luxembourg, registered with the Luxembourg Trade and Companies Register under number B168274,</p> <p>“Trading Receivables” means all book and other debts arising in the ordinary course of trading, and</p> <p>“U S Second Lien Collateral Agent” means Bank of America, N A</p>	

MG01 - continuation page
Particulars of a mortgage or charge

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Short particulars



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 1841697
CHARGE NO. 9

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 27 JULY 2012
AND CREATED BY KAPITI LIMITED FOR SECURING ALL SUMS
DUE OR TO BECOME DUE 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 6 AUGUST 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 AUGUST 2012

19



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES