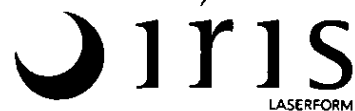


MG01

Particulars of a mortgage or charge

019842/78



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

FRIDAY



\*L1F0LSCR\*

LD7

10/08/2012

#58

COMPANIES HOUSE

1

**Company details**

Company number

0 1 8 4 1 6 9 7

Company name in full

Kapiti Limited (the "Pledgor")

10

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

First lien pledge agreement dated 27 July 2012 (the "Pledge Agreement")  
and entered into between the Pledgor and Credit Suisse AG, Cayman Islands  
Branch as collateral agent for the Secured Parties (as defined on  
continuation page 8 of Part 6 of this form MG01) (the "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 9 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. Pledge.** The Pledgor has pledged, collaterally assigned and granted to the Collateral Agent, a security interest in all of the Pledgor's right, title and interest in, to and under all of the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Pledgor (including under any trade name or derivations thereof) (all of which will be collectively referred to as the "Pledged Collateral")

(a) the Pledged Stock and the certificates representing the Pledged Stock, if any, any securities entitlements relating thereto and all cash or non-cash dividends and distributions, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Stock,

(b) all options, rights or other agreements relating to the Pledged Stock or the Pledged Entity,

(c) all management and other rights of the Pledgor under the Organizational Documents,

(d) all rights of the Pledgor under any shareholder, member or voting trust agreement or similar agreement, and

(e) all Proceeds of the foregoing,

to secure the prompt and complete payment and performance of the Secured Obligations

Please see continuation pages 1 to 9 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 Richard Kitchen

Company name Latham & Watkins

Address 99 Bishopsgate

Post town London

Country/Region United Kingdom

Postcode E C 2 M 3 X F

Country

DX 048435-9010

Telephone 0207 710 1148



### 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)

# 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

**2. Security for Obligations.** The Pledge Agreement secures, and the Pledged Collateral is security for, the prompt payment in full when due, whether at stated maturity, by acceleration or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the U S Bankruptcy Code, 11 U S C §362(a) (and any successor provision thereof)) and performance of the Secured Obligations

**3. Covenants and Agreements.** The Pledgor has covenanted and agreed that until the date on which all Secured Obligations have been paid and performed in full (other than under Hedging Agreements for which cash collateral or other arrangements reasonably satisfactory to the Pledgor and Secured Party under such Hedging Agreements have been entered into and contingent indemnification obligations that, pursuant to the provisions of the Credit Agreement or the Security Documents, survive the termination thereof) (the "Discharge Date")

(a) Without the prior written consent of Collateral Agent, the Pledgor will not sell, assign, transfer, pledge, or otherwise dispose or encumber any of its rights in or to the Pledged Collateral, or any unpaid dividends, interest or other distributions or payments with respect to the Pledged Collateral or create, incur, grant or suffer to exist a Lien on the Pledged Collateral, unless created by the Pledge Agreement or otherwise expressly permitted by any other Loan Document,

(b) Without the prior written consent of the Collateral Agent, Pledgor shall not vote to enable or take any other action to permit the Pledged Entity to issue any additional equity interests of any nature or to issue securities convertible into or granting the right of purchase or exchange for any equity interest of any nature of the Pledged Entity, in any event, unless action granting a security interest in favor of the Secured Parties over such additional shares has been taken in accordance with the Agreed Security Principles,

(c) It shall comply with all of its obligations under the Organizational Documents and shall enforce all of its rights thereunder, unless such non-compliance or lack of enforcement would not materially change the rights of the Pledgor with respect to any Pledged Collateral or adversely affect the validity, perfection or priority of the Collateral Agent's security interest,

(d) Subject to the Agreed Security Principles, the Pledgor will, at its expense, promptly execute, acknowledge and deliver all such instruments and take all such actions as Collateral Agent from time to time may reasonably request in order to ensure to Collateral Agent the benefits of the Liens in and to the Pledged Collateral intended to be created by the Pledge Agreement, including the filing of any necessary UCC financing statements, which may be filed by Collateral Agent with or (to the extent permitted by law) without the signature of such Pledgor, and will cooperate with Collateral Agent, at such Pledgor's expense, in obtaining all necessary approvals and making all necessary filings under federal, state, local or foreign law in connection with such Liens or any sale or transfer of the Pledged Collateral,

(e) Without limiting any prohibitions or restrictions on mergers or other transactions set forth in any Loan Document, Pledgor shall not change its name, identity, corporate structure (e g by merger, consolidation, change in corporate form or otherwise), sole place of business (or principal residence if the Pledgor is a natural person), chief executive office, type of organization or jurisdiction of organization or establish any trade names unless it shall have (a) notified the Collateral Agent in writing at least ten (10) days (or such later date as the Collateral Agent may agree) prior to any such change or establishment, identifying such new proposed name, identity, corporate structure, sole place of business (or principal residence if the Pledgor is a natural person), chief executive office, jurisdiction of organization or trade name and providing such other

# 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

information in connection therewith as the Collateral Agent may reasonably request and (b) taken all actions necessary or advisable to maintain the continuous validity, perfection and the same or better priority of the Collateral Agent's security interest in the Pledged Collateral granted or intended to be granted and agreed to hereby,

(f) Pledgor has and will defend the title to the Pledged Collateral and the Liens of Collateral Agent in the Pledged Collateral against the claim of any Person (other than Permitted Liens) and will maintain and preserve such Liens,

(g) The Pledgor has consented to the transfer of any Pledged Stock to the Collateral Agent or its designee following an Event of Default after notice thereof is given to the Pledgor and to the substitution of the Collateral Agent or its designee as a member in any limited liability company with all the rights and powers related thereto

#### **4. Lien Absolute and Unconditional; Waiver of Suretyship Defenses.**

(a) All rights of Collateral Agent under the Pledge Agreement, and all obligations of the Pledgor under the Pledge Agreement, shall be absolute and unconditional irrespective of, and the Pledgor has waived any defense based on

(i) any lack of validity or enforceability of any Loan Document or any other agreement or instrument governing or evidencing any Secured Obligations,

(ii) any defense, set-off or counterclaim (other than a defense of payment in full) which may at any time be available to or be asserted by Borrowers, the Pledgor or any other Person against Collateral Agent,

(iii) any change in the time, manner or place of payment of, or in any other term of, all or any part of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Loan Documents or any other agreement or instrument governing or evidencing any Secured Obligations,

(iv) any exchange, release or non-perfection of any other collateral or asset securing the Secured Obligations, or any release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Secured Obligations,

(v) the insolvency of the Pledgor or other Loan Party,

(vi) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Pledgor (other than the occurrence of the Discharge Date), or

(vii) any exchange, release and/or surrender of all or any of the collateral securing the Secured Obligations (including, without limitation, the Pledged Collateral), or any part thereof, by whomsoever deposited, which is now or may hereafter be held by Collateral Agent in connection with all or any of the Secured Obligations, all in such manner and upon such terms as Collateral Agent, acting commercially reasonably, may deem proper, and without notice to or further assent from the Pledgor, it being hereby agreed that the Pledgor shall be and remain bound upon the Pledge Agreement, irrespective of the value or condition of any of the Collateral, and notwithstanding any such change, exchange, settlement, compromise, surrender, release, renewal or extension, and notwithstanding also that the Secured Obligations may, at any time,

# 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

exceed the aggregate principal amount thereof set forth in the Loan Documents, or any other agreement governing any Secured Obligations. The Pledgor has waived notice of acceptance of the Pledge Agreement, and also presentment, demand, protest and notice of dishonor of any and all of the Secured Obligations, and promptness in commencing suit against any party hereto or liable hereon, and in giving any notice to or of making any claim or demand hereunder upon the Pledgor. No act or omission of any kind on Collateral Agent's part shall in any event affect or impair the Pledge Agreement.

(b) The Pledgor has waived any and all notice of the creation, renewal, extension or accrual of any of the Secured Obligations and notice of or proof of reliance by Collateral Agent upon the Pledgor's obligations under the Pledge Agreement, the Secured Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon the Pledgor's obligations under the Pledge Agreement, and all dealings between the Borrowers and the Pledgor, on the one hand, and Collateral Agent, on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon the Pledgor's obligations under the Pledge Agreement.

(c) The Pledgor has waived diligence, presentment, demand or protest (to the extent permitted by applicable law) of any kind in connection with the Pledge Agreement or any collateral securing the Secured Obligations, including, without limitation, the Pledged Collateral. Except for notices provided for herein, the Pledgor has waived notice (to the extent permitted by applicable law) of any kind in connection with the Pledge Agreement or any collateral securing the Secured Obligations, including, without limitation, the Pledged Collateral. When making any demand under the Pledge Agreement or otherwise pursuing its rights and remedies under the Pledge Agreement against the Pledgor, Collateral Agent may, but shall be under no obligation to, make a similar demand on or otherwise pursue such rights and remedies as it may have against Borrowers, any other Loan Party or any other Person or against any collateral security or guarantee for the Secured Obligations or any right of offset with respect thereto, and any failure by Collateral Agent to make any such demand, to pursue such other rights or remedies or to collect any payments from the Borrowers, any other Loan Party or any other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of the Borrowers, any other Loan Party or any other Person or any such collateral security, guarantee or right of offset, shall not relieve the Pledgor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of Collateral Agent against the Pledgor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

**5. Reinstatement.** The Pledge Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against the Pledgor or the Pledged Entity for liquidation or reorganization, should the Pledgor or the Pledged Entity become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of a Pledgor's or a Pledged Entity's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference", "fraudulent conveyance", or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

# 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

**6. Benefit of Collateral Agent.** All security interests granted or contemplated hereby shall be for the benefit of Collateral Agent, and all proceeds or payments realized from the Pledged Collateral in accordance herewith shall be applied to the Secured Obligations in accordance with the terms of the Loan Documents

### 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

**"Administrative Agent"** means Credit Suisse AG, Cayman Islands Branch,

**"Affiliate"** shall mean, 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 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,

**"Agent"** has the meaning given to it in the Credit Agreement,

**"Agreed Security Principles"** shall mean the security principles set out in Schedule 5 11 of the Credit Agreement,

**"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) of the Credit Agreement, and accepted by the Administrative Agent, in substantially the form of Exhibit B to the Credit Agreement, or any other form approved by the Administrative Agent,

**"Board of Directors"** has the meaning given to it in the Credit Agreement,

**"Borrower Agent"** has the meaning given to it in the Credit Agreement,

**"Borrowers"** means Magic Newco, LLC, Magic Newco 5 S àr l and Magic Bidco Limited,

**"Capital Stock"** means the certificates representing such shares and any interest of such Pledgor in the entries on the books of the issuer of such shares and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares and any other warrant, right or option to acquire any of the foregoing,

**"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



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

Please give the short particulars of the property mortgaged or charged

Short particulars

(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 Credit Agreement as if it were a Lender,

**"Collateral"** shall mean, collectively, all of the Security Agreement Collateral and all other property of whatever kind and nature, whether now owned or hereinafter acquired, subject or purported to be subject from time to time to a Lien under any Security Document,

**"Collateral Agent"** means Credit Suisse AG, Cayman Islands Branch,

**"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"** has the meaning given to it in the Credit Agreement,

**"Control Agreements"** shall mean, collectively, each deposit account control agreement by and between any Loan Party, the Collateral Agent and the applicable depository bank, pursuant to which the Collateral Agent shall be deemed to have "control" of the deposit account of such Loan Party for purposes of Section 9-104(a)(2) of the New York Uniform Commercial Code,

**"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 Collateral Agent,

**"Eligible Assignee"** has the meaning given to it in the Credit Agreement,

**"Equity Interests"** has the meaning given to it in the Credit Agreement,

**"Event of Default"** shall have the meaning assigned to such term in Section 8 01 of the Credit Agreement,

**"Fee and Syndication Letter"** shall mean that certain letter agreement dated the date hereof, by and among Magic Holdings, the Borrowers and the Administrative Agent,

**"Governmental Authority"** shall mean the government of the United States or any other nation, or of any political subdivision thereof, whether state, provincial or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank),

**"Guarantors"** shall mean Magic Holdings, each Borrower (as to the obligations of each other Borrower), and from the date of its accession hereto as guarantor under Article VII hereunder, Topco, Holdings and each of their Subsidiaries (including each Holdco) required to become a party to the Credit Agreement,

**"Hedging Agreement"** shall mean 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,

# 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

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**"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,

**"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, Credit Suisse AG, Cayman Islands Branch, 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) in its capacity as issuer of Letters of Credit issued by such Lender, or (c) collectively, all of the foregoing,

**"LC Disbursements"** has the meaning given to it in the Credit Agreement,

**"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 Credit Agreement,

**"Lien"** means

(a) with respect to the Pledge Agreement, (i) any lien, mortgage, pledge, assignment, security interest, charge or encumbrance of any kind (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, and any lease in the nature thereof) and any option, trust or other preferential arrangement having the practical effect of any of the foregoing and (ii) any purchase option, call or similar right of a third party with respect to any Pledged Stock, and

(b) with respect to the Credit Agreement, with respect to any property, (a) any mortgage, deed of trust, lien, pledge, encumbrance, claim, charge, assignment for security, hypothecation, security interest or encumbrance of any kind or any arrangement to provide priority or preference or any filing of any financing statement under the UCC or any other similar notice of lien under any similar notice or recording statute of any Governmental Authority, including any easement, right-of-way or other encumbrance on title to Real Property, in each of the foregoing cases whether voluntary or imposed by law, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such property, and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities,

**"Loan Documents"** shall mean the Credit Agreement, any amendments hereto, 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,

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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

**"Loans"** shall mean, as the context may require, a Revolving Loan or a Term Loan,

**"Loan Parties"** shall mean Magic Holdings, each Borrower, and upon accession hereto, Topco, Holdings, and their Subsidiaries that become Guarantors under the Credit Agreement;

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

**"Magic Holdings"** means Magic Newco 4 S à r l ,

**"Notes"** has the meaning given to it in the Credit Agreement,

**"Obligations"** shall mean 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 Credit Agreement in respect of any Letter of Credit, when and as 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 Credit Agreement and the other Loan Documents and any Secured Cash Management Agreements,

**"Organizational Documents"** means the certificate or articles of incorporation and the by-laws of such Person, each of the Pledged Entity, together with all amendments, restatements, supplements or other modifications, if any, from time to time,

**"Person"** or **"person"** shall mean any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity,

**"Pledged Collateral"** has the meaning assigned to such term in Section 2 of the Pledge Agreement,

**"Pledged Entity"** means Almonde, Inc , a Delaware limited liability company,

**"Pledged Stock"** means the Capital Stock, which the Pledgor is the recorded and beneficial owner of,

**"Proceeds"** has the meaning set forth in Section 9-102(a)(64) of the UCC;

**"Real Property"** shall mean, collectively, all right, title and interest (including any leasehold, mineral or other estate) in and to any and all parcels of or interests in real property owned, leased or operated by any person, whether by lease, license or other means, together with, in each case, all easements, hereditaments and appurtenances relating thereto, all improvements and appurtenant fixtures and equipment, all general intangibles and contract rights and other property and rights

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

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incidental to the ownership, lease or operation thereof,

**"Reimbursement Obligations"** shall mean the Borrowers' obligations under Section 2 18(e) of the Credit Agreement to reimburse LC Disbursements,

**"Requirement of Law"** has the meaning given to it in the Credit Agreement,

**"Revolving Loan"** has the meaning given to it in the Credit Agreement,

**"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 (i) the Obligations and (ii) the due and punctual performance of all obligations of the Borrowers and the other Loan Parties under each specified Hedging Agreement,

**"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 Credit Agreement as if it were a Lender,

**"Security Agreement"** shall mean one or more Security Agreements among the Loan Parties and Collateral Agent for the benefit of the Secured Parties,

**"Security Agreement Collateral"** shall mean all property pledged or granted as collateral pursuant to a Security Agreement (a) on the Closing Date or (b) thereafter pursuant to Section 5 10, 5 11, 5 16, 5 17 or 5 18 and in each case other than Excluded Property (to be defined in the Security Agreement)

**"Security Documents"** shall mean the Security Agreements, the Control Agreements and each other security document or pledge agreement delivered in accordance with applicable local or foreign law (and subject to the Agreed Security Principles) to grant a valid, perfected security interest in any property as collateral for the Secured Obligations, and all UCC or other financing statements or instruments of perfection required by the Credit Agreement, the Security Agreement, or any other such security document or pledge agreement to be filed with respect to the security interests in property and fixtures created pursuant to the Security Agreements and any other document or instrument utilized to pledge or grant or purport to pledge or grant a security interest or lien on any property as collateral for the Secured Obligations,

**"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,

**"Subsidiary"** shall mean, with respect to any person (the **"parent"**) at any date, (i) any person the

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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

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,

**"Term Loan"** has the meaning given to it in the Credit Agreement,

**"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, and

**"UCC"** shall mean the Uniform Commercial Code as in effect from time to time in the State of New York, provided, however, that in the event that, by reason of mandatory provisions of law, any or all of the perfection or priority of, or remedies with respect to, any collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term "UCC" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions hereof relating to such perfection, priority or remedies



## **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. 10**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A FIRST LIEN PLEDGE AGREEMENT  
DATED 27 JULY 2012 AND CREATED BY KAPITI LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
BORROWERS AND THE OTHER LOAN PARTIES UNDER THE  
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING  
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT  
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE  
10 AUGUST 2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 AUGUST 2012**



*Companies House*  
— for the record —



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

*po*