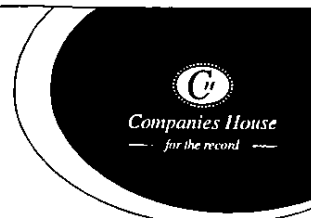


MG01

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 register  
particulars of a charge on a  
company. To do this, use  
form MG01s

MONDAY



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LD5 \*L1FPLLKH\* 20/08/2012 #79  
COMPANIES HOUSE

**1** Company details run on line use

Company number 0 2 0 3 2 6 6 1

Company name in full FSHC (UK) Limited (the "Chargor")

11

→ 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 d 1 d 0 m 0 m 8 y 2 y 0 y 1 y 2

**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 between, amongst others, the Chargor and Barclays Bank PLC as security agent for  
itself and the other Secured Parties (the "Chargee") dated 10 August 2012 (the "Debenture")

**4** Amount secured

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

Amount secured All present and future monies, debts, liabilities and obligations due at  
any time of any member of the Group to any Creditor (both actual and  
contingent and whether incurred solely or jointly with any other person  
or in any other capacity), including without limitation any amounts  
(such as post-insolvency interest) that would be included in any  
thereof but for discharge, non-provability, unenforceability or  
non-allowance of those amounts in any insolvency or other  
proceedings, under (a) the RCF Finance Documents, (b) the Hedging  
Agreements, (c) the Senior Secured Bridge/Notes Finance  
Documents, (d) the Pari Passu Debt Documents, (e) the Credit  
Facility Documents other than the RCF Finance Documents, and (f)  
any Additional Liabilities in respect of any Secured Debt Documents  
(the "Secured Obligations")

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

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Particulars of a mortgage or charge

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**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	Barclays Bank PLC									
Address	5 The North Colonnade									
Postcode	E	1	4		4	B	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 attached continuation page									
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MG01

Particulars of a mortgage or charge

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**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)

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**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 **Manoj Bhundia**

Company name **Latham & Watkins**

Address **99 Bishopsgate**

Post town **London**

County/Region

Postcode 

E	C	2	M		3	X	F
---	---	---	---	--	---	---	---

Country **United Kingdom**

DX

Telephone **02077101000**



### 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 CHARGING PROVISIONS</b></p> <p><b>1 1 Specific Security</b></p> <p>The Chargor, as continuing security for the payment of the Secured Obligations, charged in favour of the Chargee (for the benefit of itself and the other Secured Parties) with full title guarantee the following assets, both present and future from time to time owned by it or in which it has an interest</p> <ul style="list-style-type: none"> <li>(a) by way of first legal mortgage all of the Mortgaged Property</li> <li>(b) by way of first equitable mortgage all the Shares and Investments and all corresponding Related Rights</li> <li>(c) by way of first fixed charge <ul style="list-style-type: none"> <li>(i) all other interests (not effectively charged under Clause 3 1(a) of the Debenture in any Mortgaged Property now or subsequently belonging to it and the benefit of all other agreements relating to such Property,</li> <li>(ii) all Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables,</li> <li>(iii) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts,</li> <li>(iv) all monies standing to the credit of the Operating Accounts, the Blocked 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,</li> <li>(v) all of its rights and interest in the Hedging Agreements,</li> <li>(vi) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets required to carry on its business in all material respects but excluding any licences, consents and agreements relating to any Leasehold Property,</li> <li>(vii) its goodwill and uncalled capital, and</li> <li>(viii) if not effectively assigned by Clause 3 3 (<i>Security Assignment</i>) of the Debenture, all its rights, title and interest in (and claims under) the Property Insurance Policies and the Assigned Agreements</li> </ul> </li> </ul> <p>This Clause 1 1 will not apply to any assets subject to Scottish Security</p> <p><b>1 2 Floating Charge</b></p> <p>As further continuing security for the payment of the Secured Obligations, the Chargor charged with full title guarantee in favour of the Chargee (for the benefit of itself and the other Secured Parties) by way of first floating charge</p> <ul style="list-style-type: none"> <li>(a) all its present and future assets and rights not effectively charged by way of fixed charge under Clause 3 1 (<i>Specific Security</i>) of the Debenture, assigned under Clause 3 3 (<i>Security Assignment</i>) of the Debenture or charged, pledged or mortgaged under a Share Security Document, and</li> <li>(b) to the extent not charged pursuant to paragraph (a) above, all assets and rights, present and future, situated in Scotland or the rights to which are governed by Scots law</li> </ul> <p><b>1 3 Security Assignment</b></p> <p>As further continuing security for the payment of the Secured Obligations, the Chargor assigned absolutely with full title guarantee to the Chargee (for the benefit of itself and the other Secured</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>Parties) all its rights, title and interest in</p> <p>(a) the Property Insurance Policies, and</p> <p>(b) the Assigned Agreements,</p> <p>subject in each case to reassignment by the Chargee to the Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations</p> <p><b>1 4 Conversion of Floating Charge</b></p> <p>(a) The Chargee 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</p> <p>(i) an Acceleration Event has occurred, or</p> <p>(ii) the Chargee is reasonably of the view that any asset charged under the floating charge created under the Debenture is in danger of being seized or sold under any form of distress, attachment, execution or other legal process or is otherwise in jeopardy, or</p> <p>(iii) the Chargee reasonably considers that it is necessary in order to protect the priority, value or enforceability of the Security created under the Debenture</p> <p>This Clause 1 4(a) will not apply to any assets situated in Scotland if and to the extent that a Receiver would not be capable of exercising its powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such conversion by notice</p> <p>(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</p> <p>(i) the members of that 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 or if the Chargor is declared <i>désastre</i>,</p> <p>(ii) that Chargor creates, or purports to create, Security (except as permitted by the Secured Debt Documents or with the prior consent of the Chargee) on or over any asset which is subject to the floating charge created under the Debenture,</p> <p>(iii) any third party takes any step with a view to levying distress, attachment, execution or other legal process against any such asset, or</p> <p>(iv) if any other floating charge created by that Chargor crystallises for any reason</p> <p>This Clause 1 4(b) will not apply to any assets situated in Scotland if and to the extent that a Receiver would not be capable of exercising its powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion</p> <p>(c) Upon the conversion of any floating charge pursuant to this Clause 1 4, each relevant Chargor shall, at its own expense, immediately upon request by the Chargee execute a fixed charge or legal assignment in such form as the Chargee may require</p> <p><b>1 5 Property Restricting Charging</b></p> <p>(a) There shall be excluded from the charge created by Clause 3 1 (<i>Specific Security</i>) of the Debenture and Clause 3 2 (<i>Floating Charge</i>) of the Debenture and from the operation of Clause 4 (<i>Further Assurance</i>) of the Debenture any assets in which the Chargor has an interest under any licence or other agreement which prohibits either absolutely or</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

conditionally (including requiring the consent of any third party) the Chargor from creating any charge over its interest in that asset, until the relevant condition or waiver has been satisfied or obtained

- (b) For all assets referred to in Clause 1 5(a) which are material in the context of the Group as a whole or has a value of greater than £250,000 (but excluding any lease, licence or agreement relating to any Leasehold Property), each relevant Chargor undertakes to apply for the relevant consent or waiver of prohibition or condition within 14 days of the date of the Debenture and, in respect of any lease, licence or agreement which provides that the relevant third party will not unreasonably withhold its consent to charging, to use all reasonable endeavours (excluding litigation) to obtain such consent as soon as possible and to keep the Chargee informed of the progress of its negotiations
- (c) Immediately upon receipt of the relevant waiver or consent, the formerly excluded assets shall stand charged to the Chargee under Clause 3 1 (*Specific Security*) of the Debenture. If required by the Chargee, 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 Chargee shall reasonably require

### 2 FURTHER ASSURANCE

#### 2 1 General

- (a) Subject to the Agreed Security Principles, the Chargor shall promptly (and at its own expense) do all such acts (including payment of all stamp duties or fees) or execute all such documents (including assignments, assignments, transfers, mortgages, standard securities, charges, pledges, notices and instructions on terms equivalent or similar to those set out in the Debenture) as the Chargee may reasonably specify (and in such form as the Chargee may reasonably require)
- (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 Chargee, any Receiver or the other Secured Parties provided by or pursuant to the Debenture or by law,
- (ii) to confer on the Chargee, or on the Secured Parties, Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Debenture, and/or
- (iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created under the Debenture
- (b) Subject to the Agreed Security Principles, each 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 Chargee or the Secured Parties by or pursuant to the Debenture

### 3 NEGATIVE PLEDGE

No Chargor shall

- (a) create or agree to create or permit to subsist any Security over all or any part of the Charged Property,
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than in respect of assets charged under Clause 3 2 (*Floating Charge*) of the Debenture 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
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property,

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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

in each case, to the extent it would result in a breach of any applicable term of a Secured Debt Document save with the prior written consent of the Chargee

#### 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

##### 4.2 Other Security

The Security constituted by the Debenture is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other Security or other right which the Chargee and/or any other Secured Party may now or after the date of the Debenture hold for any of the Secured Obligations, and this Security may be enforced against each Chargor without first having recourse to any other rights of the Chargee or any other Secured Party

#### 5 POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appointed the Chargee, each Receiver and any person nominated for the purpose by the Chargee or any Receiver (in writing and signed by an officer of the Chargee 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 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 Chargee or any Receiver under the Debenture or otherwise for any of the purposes of the Debenture. Each Chargor covenants with the Chargee and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney

### DEFINITIONS

In this Form MG01

"Acceleration Event" means a Secured Debt Acceleration Event,

"Additional Liabilities" means, in relation to any Liability (as defined in the Intercreditor Agreement), any money, debt or liability due, owing or incurred under or in connection with (a) any refinancing, novation, deferral, extension or increase of such Liability, (b) any further advance which may be made under any document, agreement or instrument supplemental to any original finance document under or in connection with which such Liability was incurred or created together with any related interest, fees and costs, any claim for damages or restitution in the event of rescission of such Liability or otherwise in connection with any relevant agreement, deed, document or instrument relating to such Liability, (d) any claim against any Debtor (as defined in the Intercreditor Agreement) or Intra-Group Borrower (as defined in the Intercreditor Agreement) flowing from any recovery by a Debtor or Intra-Group Borrower or any liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer of a payment or discharge in respect of such Liability on the grounds of preference or otherwise, and (e) any amount (such as post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings

"Agreed Security Principles" means the principles set out in Schedule 13 (*Agreed Security Principles*) of the RCF Facility Agreement,

"Assigned Agreements" means the Intra-Group Debt Documents (as defined in the Intercreditor Agreement)



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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>and any other agreement designated as an Assigned Agreement by the Company and the Chargee,</p> <p><b>"Blocked Account"</b> means</p> <p>(a) in relation to the Chargor, any accounts of the Chargor set out in Part 2 of Schedule 4 (<i>Bank Accounts</i>) of the Debenture,</p> <p>(b) in relation to each additional chargor under the Debenture, the accounts (if any) of such additional chargor set out in the Security Accession Deed pursuant to which such additional chargor accedes as a party to the Debenture, and</p> <p>(c) in relation to any Chargor, any account opened by such Chargor after the date of the Debenture and designated as such by the relevant Chargor and the Chargee</p> <p><b>"Charged Property"</b> means the assets mortgaged, charged or assigned to the Chargee by the Debenture,</p> <p><b>"Company"</b> means Eli Acquisitions Limited,</p> <p><b>"Credit Facility"</b> means (a) on or prior to the RCF Discharge Date, the RCF Facility, and (b) after the RCF Discharge Date, any credit facility that meets the requirements of a "Credit Facility" under and as defined in the Senior Secured Bridge/Notes Finance Documents which is entitled, under the terms of the Senior Secured Bridge/Notes Finance Documents and (if applicable) the Credit Facility Documents, to share in the Transaction Security with the rights and obligations of Credit Facility Lenders (as defined in the Intercreditor Agreement) as provided for in the Intercreditor Agreement, and in respect of which the creditors, facility agent and arrangers have acceded to the Intercreditor Agreement in accordance with clause 20.2 (<i>New Credit Facility Lenders and Creditor Representatives</i>) of the Intercreditor Agreement and which is permitted by the terms of the Senior Secured Bridge/Notes Finance Documents to rank senior to the Senior Secured Bridge/Notes Liabilities with respect to the proceeds of any Enforcement of the Transaction Security,</p> <p><b>"Credit Facility Acceleration Event"</b> means (a) on or prior to the RCF Discharge Date, the RCF Agent exercising any of its rights under clause 25.17 (<i>Acceleration</i>) of the RCF Facility Agreement (excluding placing amounts on demand but including making a demand on amounts placed on demand), and (b) after the RCF Discharge Date, (i) if applicable, the Creditor Representative (as defined in the Intercreditor Agreement) in relation to any Credit Facility exercising any of its rights (excluding placing amounts on demand but including making a demand on amounts placed on demand) under any acceleration provision(s) of the Credit Facility Documents or (ii) any automatic cancellation and/or acceleration under a Credit Facility Document following a Credit Facility Default (as defined in the Intercreditor Agreement),</p> <p><b>"Credit Facility Documents"</b> means (a) on or prior to the RCF Discharge Date, each RCF Finance Document, and (b) after the RCF Discharge Date, if applicable, each document or instrument entered into between a member of the Group and a Finance Party setting out the terms of any loan, credit or debt facility or securities which creates or evidences any Credit Facility,</p> <p><b>"Creditor"</b> means the Primary Creditors and the Subordinated Creditors (as each term is defined in the Intercreditor Agreement)</p> <p><b>"Delegate"</b> means any delegate, agent, attorney or co-trustee appointed by the Chargee,</p> <p><b>"Enforcement"</b> means the enforcement of the Transaction Security, the requesting of a Distressed Disposal (as defined in the Intercreditor Agreement) and/or the release of claims and/or Transaction Security on a Distressed Disposal under clause 15.2 (<i>Distressed Disposals</i>) of the Intercreditor Agreement, the giving of instructions as to actions in respect of any Transaction Security following an Insolvency Event (as defined in the Intercreditor Agreement) under clause 11.7 (<i>Chargee instructions</i>) of the Intercreditor Agreement and the taking of any other actions consequential on (or necessary to effect) the enforcement of the Transaction Security,</p> <p><b>"Finance Party"</b> means (a) on or prior to the RCF Discharge Date, any RCF Finance Party, and (b) after the</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

RCF Discharge Date, has the meaning given to the term "Finance Party" in the relevant Credit Facility Documents,

"Group" means, together (a) the Company and each of its Restricted Subsidiaries for the time being, (b) to the extent not already included in the foregoing, Eli Investments Limited and each of its Restricted Subsidiaries for the time being, and (c) each of Carmel Capital VIII S a r l and Carmel Capital IX S a r l ,

"Hedging Agreements" means any Debt Related Hedging Agreement (as defined in the Intercreditor Agreement),

"Hedge Counterparties" means any New Hedge Counterparty (as defined in the Intercreditor Agreement) which has not ceased to be a Hedge Counterparty in accordance with the Intercreditor Agreement,

"Intercreditor Agreement" means the intercreditor agreement dated 27 June 2012 and made between, among others, the Chargee as security agent and the Company,

"Investments" 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 the 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 3 (*Shares and Investments*) of the Debenture and the investments (if any) specified in any Security Accession Deed,

"Leasehold Property" means a property owned by a person that is not a member of the Group and which is let to a member of the Group (including where the context so requires) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property,

"Mortgaged Property" means, in relation to the Chargor, each property or leasehold property the details of which are set out opposite its name in Schedule 2 (*Properties*) of the Debenture and the property or leasehold property (if any) specified opposite its name in any Security Accession Deed,

"Operating Account" means the accounts of the Chargor set out in Part 1 of Schedule 4 (*Bank Accounts*) of the Debenture and those (if any) specified in any Security Accession Deed and/or such other accounts as the Chargor and the Chargee shall agree or (following the occurrence of an Acceleration Event) as the Chargee shall specify,

"Other Debt" means all debts and monetary claims (other than Trading Receivables),

"Pari Passu Debt Acceleration Event" means the Creditor Representative (as defined in the Intercreditor Agreement) in relation to any Pari Passu Debt (as defined in the Intercreditor Agreement) (or any of the other Pari Passu Creditors (as defined in the Intercreditor Agreement) exercising any acceleration rights (howsoever described) or any acceleration provisions being automatically invoked in each case under the Pari Passu Debt Documents,

"Pari Passu Debt Documents" means Liabilities (excluding, for the avoidance of doubt, Super Senior Liabilities and Senior Secured Bridge/Notes Liabilities) that are not subordinated in right of payment to any Super Senior Liabilities or Senior Secured Bridge/Notes Liabilities and which are owed by the Debtors in respect of any loan, credit or debt facility, notes, indenture or security which are permitted or not prohibited, under the terms of the Senior Secured Bridge/Notes Finance Documents and the Credit Facility Documents, to share in the Transaction Security with the rights and obligations of Pari Passu Creditors as provided for in the Intercreditor Agreement, *provided that* the Pari Passu Creditors (or a trustee on their behalf) have acceded to the Intercreditor Agreement in accordance with its terms, together with any related Additional Liabilities (as each capitalised term is defined in the Intercreditor Agreement (unless defined herein)),

"Property" means all

(a) freehold and (in Scotland) heritable property from time to time owned by the Chargor or in which 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	<p>Chargor is otherwise interested and (b) leasehold property (including property in Scotland held under a long lease) owned by a member of the Group and which is let to the Chargor and shall include</p> <p>(a) the proceeds of sale of all or any part of such property or leasehold property,</p> <p>(b) all rights, benefits, privileges, warranties, covenants, undertakings, easements, servitudes, appurtenances and licences relating to such property or leasehold property,</p> <p>(c) all money received by or payable to the Chargor in respect of such property or leasehold property, and</p> <p>(d) all buildings, fixtures, fittings, fixed plant and machinery from time to time situated on or forming part of such property or leasehold property,</p> <p>including, but not limited to the Mortgaged Property,</p> <p><b>"Property Insurance Policies"</b> means all policies of insurance in respect of any Property and all proceeds of them either now or in the future held by, or written in favour of, the Chargor or in which it is otherwise interested, including but not limited to the policies of insurance, if any, specified in Schedule 5 (<i>Property Insurance Policies</i>) of the Debenture and those (if any) specified in any Security Accession Deed, but excluding any third party liability or public liability insurance,</p> <p><b>"RCF Discharge Date"</b> means the date on which all RCF Liabilities (as defined in the Intercreditor Agreement) have been fully and finally discharged to the satisfaction of the RCF Agent, whether or not as the result of an enforcement, and the RCF Finance Parties are under no further obligation to provide financial accommodation to any of the Debtors under the RCF Finance Documents</p> <p><b>"RCF Agent"</b> means the Chargee,</p> <p><b>"RCF Facility"</b> means the "Facility" as defined in the RCF Facility Agreement,</p> <p><b>"RCF Facility Agreement"</b> means the revolving credit facility agreement dated 29 April 2012 as amended and restated pursuant to an amendment and restatement agreement dated 10 June 2012 (as amended and novated) between, among others, the RCF Agent and Elii Finance (UK) Plc as original borrower,</p> <p><b>"RCF Finance Documents"</b> has the meaning given to the term "Finance Document" in the RCF Facility Agreement, but excluding the Hedging Agreements,</p> <p><b>"RCF Finance Party"</b> means each "Finance Party" referred to in the RCF Facility Agreement, other than the Hedge Counterparties,</p> <p><b>"Receiver"</b> means a receiver or receiver and manager or administrative receiver or other similar officer of the whole or any part of the Charged Property (as defined in the Intercreditor Agreement),</p> <p><b>"Restricted Subsidiaries"</b> has the meaning given to such term in the RCF Facility Agreement or, following the RCF Discharge Date, in the Senior Secured Bridge Facility Agreement (as defined in the Intercreditor Agreement) or (as the case may) in the Senior Secured Notes Indenture (as defined in the Intercreditor Agreement),</p> <p><b>"Related Rights"</b> 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),</p> <p><b>"Scottish Security"</b> means any fixed security, standard security, pledge or assignation governed by Scots law, granted by the Chargor in favour of the Chargee in Security for the payment of the Secured Obligations,</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

**"Secured Debt Acceleration Event"** means a Credit Facility Acceleration Event, a Senior Secured Bridge/Notes Acceleration Event or a Pari Passu Debt Acceleration Event,

**"Secured Debt Documents"** means the RCF Finance Documents, the Credit Facility Documents, the Hedging Agreements, the Senior Secured Bridge/Notes Finance Documents and the Pari Passu Debt Documents,

**"Secured Parties"** means the Super Senior Creditors, the Senior Secured Creditors, the Arrangers, the Chargee and any Receiver or Delegate from time to time but, in the case of a Senior Secured Bridge/Notes Representative, Arranger, Super Senior Creditor, Hedging Counterparty or Pari Passu Creditor, only if it is a party or has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to clause 20.15 (*Creditor/Creditor Representative Accession Undertaking*) of the Intercreditor Agreement (as each capitalised term is defined in the Intercreditor Agreement),

**"Security"** means a mortgage, standard security charge, pledge, assignment, assignation, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having the effect of giving security or preferential ranking on enforcement to a creditor or any other agreement having similar effect,

**"Security Accession Deed"** means a deed executed by a member of the Group substantially in the form set out in Schedule 7 (*Form of Security Accession Deed*) of the Debenture, with those amendments which the Chargee may approve or reasonably require,

**"Senior Secured Bridge/Notes Acceleration Event"** means (a) prior to the Senior Secured Bridge Discharge Date (as defined in the Intercreditor Agreement), the Senior Secured Bridge Agent (as defined in the Intercreditor Agreement) exercising any acceleration rights (howsoever described) under paragraph 3 of Schedule 19 (*Events of Default*) of the Senior Secured Bridge Facility Agreement (as defined in the Intercreditor Agreement),

**"Senior Secured Bridge/Notes Finance Documents"** means the Senior Secured Bridge Finance Documents and the Senior Secured Notes Finance Documents (as each capitalised term is defined in the Intercreditor Agreement),

**"Senior Secured Bridge/Notes Liabilities"** means the Senior Secured Notes Liabilities and the Senior Secured Bridge Liabilities (as each capitalised terms is defined in the Intercreditor Agreement),

**"Share"** means all shares owned by the Chargor in its Subsidiaries including but not limited to the shares, if any, specified in Schedule 3 (*Shares and Investments*) of the Debenture and all shares (if any) specified in any Security Accession Deed but excluding any shares charged, pledged or mortgaged under a Share Security Document,

**"Share Security Document"** means any document creating or evidencing Security in favour of the Chargee (for the benefit of itself and the other Secured Parties) for the payment of the Secured Obligations over shares held by the Chargor in a Subsidiary which is incorporated in a jurisdiction other than England and Wales and which is governed by the laws of the jurisdiction of incorporation of the relevant Subsidiary,

**"Subsidiaries"** means a subsidiary within the meaning of section 1159 of the Companies Act 2006,

**"Trading Receivables"** means all book and other debts arising in the ordinary course of trading,

**"Transaction Security Documents"** means (a) each "Transaction Security Document" as defined in the RCF Facility Agreement or, after the RCF Discharge Date, a Credit Facility Document, (b) any other document entered into at any time by any of the Debtors (as defined in the Intercreditor Agreement) creating any Security in favour of any of the Secured Parties as security for any of the Secured Obligations, and (c) any Security granted under any covenant for further assurance in any of the documents set out in paragraphs (a) and (b), which in each case, to the extent legally possible (i) is created in favour of the Chargee as trustee for the other Secured Parties in respect of their Liabilities (as defined in the Intercreditor Agreement) or (ii) in the case of any jurisdiction in which effective Security cannot be granted in favour of the Chargee as trustee for the

## 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

Secured Parties is created in favour of (A) all the Secured Parties in respect of their Liabilities (as defined in the Intercreditor Agreement) and/or (B) the Chargee under a parallel debt structure for the benefit of all the Secured Parties, and

"**Transaction Security**" means the Security created or expressed to be created in favour of the Chargee under or pursuant to the Transaction Security Documents



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

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

**COMPANY NO. 2032661  
CHARGE NO. 11**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 10 AUGUST  
2012 AND CREATED BY FSHC (UK) LIMITED FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE AT ANY TIME OF ANY  
MEMBER OF THE GROUP TO ANY CREDITOR 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 20 AUGUST  
2012

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 AUGUST 2012**



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES