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MG01

Particulars of a mortgage or charge



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LASERFORM

A fee is payable with this form.

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Please see 'How to pay' on the last page



What this form is for

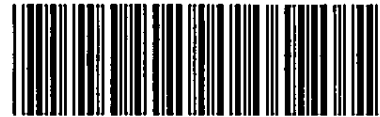
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is for

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WEDNESDAY



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COMPANIES HOUSE

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For official use

1

Company details

Company number 0 2 0 5 6 9 7 9

Company name in full GE PUBLISHING LIMITED (the "Chargor")

→ 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 d2 d1 m0 m1 y2 y0 y1 y1

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

A share charge between the Chargor, Credit Lyonnais (the "Facility Agent") and
LFPI Gestion (the "Mezzanine Bond Agent") dated 21 January 2011 (the "Share
Charge")

4

Amount secured

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

Amount secured

The Chargor covenanted with the Facility Agent (acting
for and on behalf of the Secured Parties) that, until
the Facilities Discharge Date, it shall discharge all
obligations, as and when they fall due in accordance
with their terms, which the Obligors may at any time
have to the Secured Parties under or pursuant to the
Finance Documents (including the Share Charge) including
any liabilities which the Obligors may at any time have
to the Secured Parties under or pursuant to the Finance
Documents in respect of any further advances made under
the Finance Documents, from the date of the Share Charge
and thereafter, actual or contingent (and whether
incurred solely or jointly and whether as principal or
as surety or in some other capacity) The Chargor shall
pay to the Facility Agent when due and payable every sum
at any time owing, due or incurred by the Obligors to
the Secured Parties in respect of any such obligations
or liabilities provided that (See continuation sheet 1)

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 Lyonnais (the "Facility Agent")	
Address	18, rue de la Republique, Lyon(France)	
Postcode	6 9 0 0 2	
Name	LFPI Gestion (the "Mezzanine Bond Agent")	
Address	24-26, rue Ballu, Paris (France)	
Postcode	7 5 0 0 9	

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	<p>CHARGE</p> <p>1 Under the Share Charge, the Chargor</p> <p>1 1 charged by way of first fixed charge and agreed to mortgage with full title guarantee in favour of the Facility Agent (acting for and on behalf of the Secured Parties) as security for the payment and discharge of the Facilities Secured Obligations, all the Chargor's right, title and interest from time to time in and to the Shares and all Related Rights, and</p> <p>1 2 charged by way of second fixed charge and agreed to mortgage with full title guarantee in favour of the Mezzanine Bond Agent (acting for and on behalf of the Mezzanine Secured Parties) as security for the payment and discharge of the Mezzanine Secured Obligations, all the Chargor's right, title and interest from time to time in and to the Shares and all Related Rights</p> <p>NEGATIVE PLEDGE AND DISPOSALS</p> <p>2 1 Security</p> <p>The Chargor shall not, at any time during the subsistence of the Share Charge, create or permit to subsist any Security over all or any part of the Charged Property (other than any Security permitted under the Facilities Agreement (including the Share Charge))</p> <p>2 2 No disposal of interests</p> <p>The Chargor shall not (and shall not agree to) at any time during the subsistence of the Share Charge, except as permitted by Clause 7 of the Share Charge (as described in this Clause 2) (See continuation sheet 2)</p>	

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 866)

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 870). 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 *Tara Smith* 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 Nathaniel Armstrong D 2202-28

Company name Travers Smith LLP

Address 10 Snow Hill

Post town London

County/Region

Postcode E C 1 A 2 A L

Country

DX

Telephone 02072953000



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

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(Continuation sheet 1)</p> <p>neither such covenant nor the security constituted by the Share Charge shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law (the "Facilities Secured Obligations"), and</p> <p>the Chargor covenanted with the Mezzanine Bond Agent (acting for and on behalf of the Mezzanine Secured Parties) that, after the Facilities Discharge Date, it shall discharge all obligations, as and when they fall due in accordance with their terms, which the Obligors may at any time have to the Mezzanine Secured Parties under or pursuant to the Mezzanine Finance Documents (including the Share Charge), whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) The Chargor shall pay to the Mezzanine Bond Agent when due and payable every sum at any time owing, due or incurred by the Obligors to the Mezzanine Bond Agent in respect of any such liabilities provided that neither such covenant nor the security constituted by the Share Charge shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law (the "Mezzanine Secured Obligations"),</p> <p>(the Facilities Secured Obligations and the Mezzanine Secured Obligations together the "Secured Obligations")</p>	

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

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

Amount secured

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

(Continuation sheet 2)

2 2 1 execute any transfer or assignment of, or any other right in relation to, all or any part of the Charged Property,

2 2 2 create any legal or equitable estate or other interest in, or over, or otherwise relating to, all or any part of the Charged Property (other than any Security permitted under the Facilities Agreement (including the Share Charge)), or

2 2 3 do, or omit to do, or cause or permit to be done any other act or thing that would, in each case, be reasonably anticipated to depreciate, jeopardise or otherwise prejudice the value of any of the Charged Property, the value of the security conferred or intended to be conferred by the Share Charge or the ability of the Relevant Agent to exercise any of the Collateral Rights, or

2 2 4 lend, assign or otherwise dispose of, or grant any rights (whether of pre-emption or otherwise) or interest over, all or any part of the Charged Property

Definitions

"Charged Property" means all the assets and undertaking of the Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Relevant Agent by or pursuant to the Share Charge

"Collateral Rights" means all rights, powers and remedies of the Relevant Agent provided by or pursuant to this Charge or by law

"Company" means GE Fabbri Limited, a company registered in England and Wales with company registration number 02226335 ("GE Fabbri")

"Derivative Assets" means all assets derived from any of the Shares including all allotments, accretions, offers, rights, dividends, interest, income, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to any of the Shares and all stocks, shares, rights, money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, exchange, purchase, substitution, option, interest or otherwise in respect thereof

"Facilities Agreement" means the French law governed facilities agreement (contrat de crédits) dated 30 June 2010 between, amongst others, (i) Credit Lyonnais (as Facility Agent), (ii) Crédit Lyonnais, BNP Paribas, Banque Palatine, Société Générale and HSBC France (as Lenders) and (iii) Financière Aurénis (as Borrower), as amended, varied, novated, supplemented or acceded to from time to time, including but not limited to (i) the accession deeds for Cobra, Data Base Factory ("DBF France"), Eaglemoss Publications Limited ("Eaglemoss Publications") and Eaglemoss International Limited ("Eaglemoss International") each dated 30 June 2010 and (ii) the first amendment agreement to the Facilities Agreement entered into on the date of the Share Charge between the Facility Agent, the Lenders and Financière Aurénis, Cobra, DBF France, Eaglemoss Publications, Eaglemoss International and GE Fabbri, as Borrowers and Eaglemoss Holdings (UK) Limited ("Eaglemoss Holdings (UK)"), Eaglemoss Publishing Group Limited ("Eaglemoss

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>Publishing Group") and GE Publishing, as Chargors</p> <p>"Facilities Discharge Date" means the first date on which all Facilities Liabilities have been fully and finally discharged to the satisfaction of the Facility Agent, whether or not as the result of an enforcement, and the Secured Parties are under no further obligation to provide financial accommodation to any of the Obligors under the Finance Documents</p> <p>"Facilities Liabilities" means all present and future liabilities and obligations at any time of any Obligor to the Secured Parties under the Finance Documents, both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations</p> <p>(a) any refinancing, novation, deferral or extension,</p> <p>(b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition,</p> <p>(c) any claim for damages or restitution, and</p> <p>(d) any claim as a result of any recovery by any Obligor of a payment on the grounds of preference or otherwise,</p> <p>and any amounts which would be included in any of the above but for any discharge, non provability, unenforceability or non allowance of those amounts in any insolvency or other proceedings</p> <p>"Finance Documents" means the Share Charge, the Facilities Agreement, each Security Document and any other document designated as a "Document Financier Senior" (as defined in the Facilities Agreement) by the Facility Agent and the Obligors</p> <p>"GE Publishing" means GE Publishing Limited, a company registered in England and Wales having its registered office located at 55 Baker Street, London W1U 7EU and with company registration number 02056979 (the "Chargor")</p> <p>"Hedge Counterparties" has the meaning ascribed to the French term "<i>Banques de Couverture</i>" in the Facilities Agreement</p> <p>"Initial Mezzanine Bonds" means the secured mezzanine bonds (<i>obligations à bon de souscription d'actions</i>) in an aggregate principal amount of 14,400,000 euros falling due on 30 June 2018 issued on 30 June 2010 by Financière Aurénis pursuant to the Initial Mezzanine Bond Instrument</p> <p>"Initial Mezzanine Bond Instrument" means the terms and conditions of the Initial Mezzanine Bond approved by the general meeting of the shareholders of Financière Aurénis on 30 June 2010 pursuant to which the Initial Mezzanine Bonds are constituted and modified and approved by the general meeting of the shareholders</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	<p>of Financière Aurénis on the date of the Share Charge and by the general meeting of the holders of the Initial Mezzanine Bonds</p> <p>"Lender" means</p> <p>(a) any Lender originally party to the Facilities Agreement as a <i>"Prêteurs"</i> (as such term is defined in the Facilities Agreement), and</p> <p>(b) any bank, financial institution, trust, fund or other entity which has become a party as a Lender (<i>"Prêteur"</i>) in accordance with clause 14.3 of the Facilities Agreement,</p> <p>which in each case has not ceased to be a Lender (<i>"Prêteur"</i>) in accordance with the terms of the Facilities Agreement</p> <p>"Mezzanine Bondholders" means the holders of the Mezzanine Bonds from time to time</p> <p>"Mezzanine Bond Instrument" means collectively (i) the Initial Mezzanine Bond Instrument and (ii) the New Mezzanine Bond Instrument</p> <p>"Mezzanine Bonds" means collectively (i) the Initial Mezzanine Bonds and (ii) the New Mezzanine Bonds</p> <p>"Mezzanine Finance Documents" means the Share Charge, the other Security Documents referred to in paragraphs (b), (c), (d), (g), (h) and (j) of such term, the Mezzanine Bond Instrument and each Mezzanine Bond</p> <p>"Mezzanine Secured Parties" means the Mezzanine Bond Agent and each Mezzanine Bondholder</p> <p>"New Mezzanine Bond Instrument" means the terms and conditions of the New Mezzanine Bonds approved by the general meeting of the shareholders of Financière Aurénis on or about the date of the Share Charge pursuant to which the New Mezzanine Bonds are constituted</p> <p>"New Mezzanine Bonds" means the secured mezzanine bonds (<i>obligations à bon de souscription d'actions</i>) in an aggregate principal amount of 17,500,000 euros falling due on 30 June 2018 issued on the date of the Share Charge by Financière Aurénis pursuant to the New Mezzanine Bond Instrument</p> <p>"Obligors" means Financière Aurénis, Cobra, DBF France, Eagle Moss Publications, Eagle Moss International, Eagle Moss Holdings (UK), GE Fabbri and GE Publishing</p> <p>"Related Rights" means, in relation to the Shares</p> <p>(a) the proceeds of sale of all or any of the Shares,</p> <p>(b) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of the Shares,</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) any moneys and proceeds paid or payable in respect of the Shares, and

(d) any Derivative Assets

"**Relevant Agent**" means, prior to the Facilities Discharge Date, the Facility Agent, and, following the Facilities Discharge Date, the Mezzanine Bond Agent

"**Secured Parties**" means the Facility Agent, the Lenders, any Hedge Counterparty (to the extent such Hedge Counterparty is also a Lender under the Facilities Agreement) and any other Finance Parties from time to time party to the Facilities Agreement

"**Security**" means a mortgage, charge, pledge, lien, encumbrance or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"**Security Document**" means

(a) the Share Charge,

(b) an English law share charge dated 30 June 2010 granted by Financière Aurénis over its shareholding in Eaglemoss Holdings (UK),

(c) an English law share charge dated 30 June 2010 granted by Eaglemoss Holdings (UK) over its shareholding in Eaglemoss Publishing Group Limited,

(d) an English law share charge dated 30 June 2010 granted by Eaglemoss Publishing Group Limited over its shareholding in Database Factory UK Limited, Eaglemoss International and Eaglemoss Publications,

(e) an English law charge over receivables dated 30 June 2010 granted by Eaglemoss International,

(f) an English law charge over receivables dated 30 June 2010 granted by Eaglemoss Publications,

(g) an English law share charge dated on or about the date of this Charge granted by Eaglemoss Holdings (UK) over its shareholdings in GE Fabbri and GE Publishing,

(h) a second ranking English law share charge dated on or about the date of the Share Charge granted by Financière Aurénis over its shareholding in Eaglemoss Holdings (UK),

(i) two English law charges over receivables each dated on or about the date of this Charge granted by GE Fabbri, and

(j) any other document entered into by any Obligor after the date of the Share Charge creating or expressed to create any mortgage, charge, pledge, lien or other security interest or any other agreement or arrangement having a similar effect over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents (including the French law guarantee granted by (1) Financière Aurénis to the Facility Agent and the Lenders (as defined under the French term "Cautionnement Emprunteur Prêt Acquisition" in the Facilities Agreement) whereby Financière Aurénis guarantees to the Facility Agent

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

and the Lenders the punctual and full payment of any amount owed by the Obligors (other than Financière Aurénis) to the Facility Agent and the Lenders under the Finance Documents and (11) the French law guarantee granted by Financière Aurénis to the Facility Agent and the Lenders (as defined under the French term "Cautionnement Emprunteur GE Fabbri" in the Facilities Agreement) whereby Financière Aurénis guarantees to the Facility Agent and the Lenders the punctual and full payment of any amount owed by GE Fabbri to the Facility Agent and the Lenders under the Finance Documents) and/or the Mezzanine Finance Documents

"Shares" means

(a) all of the shares in the capital of the Company from time to time (in each case whether held directly by the Chargor or by any trustee, nominee, fiduciary or clearance system on behalf of the Chargor),

(b) all rights to subscribe for, convert into, or otherwise acquire such shares,

(c) where such shares are held by a trustee, nominee, fiduciary or clearance system, all rights against such persons, and

(d) including, without limitation, those shares specified in Schedule 1 to the Share Charge (and as set out in Schedule 1 below)

SCHEDULE 1

Shares

<u>Shareholder</u>	<u>Company in which shares are held</u>	<u>Class of share</u>	<u>Number of shares</u>
The Chargor	GE Fabbri	Ordinary	334,932
The Chargor	GE Fabbri	Deferred	21



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2056979
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SHARE CHARGE DATED 21
JANUARY 2011 AND CREATED BY GE PUBLISHING LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE OBLIGORS TO THE SECURED PARTIES 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 26 JANUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 JANUARY
2011

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES