

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 for  
company. To do this, please use  
form MG01s

SATURDAY



A20 08/12/2012 #3  
COMPANIES HOUSE

**1 Company details**

Company number 0 2 5 0 6 3 7 4  
Company name in full James Hay Holdings Limited  
(the "Grantor")

For official use  
→ 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 2 9 1 1 2 0 1 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 Security interest agreement (the "SIA")

**4 Amount secured**

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

Amount secured All monies and liabilities that are at date of the  
SIA or shall from time to time thereafter be due,  
owing or incurred by the Grantor to the Secured  
Parties or any of them on any account or in any  
manner whatever or howsoever otherwise under,  
pursuant to or in connection with the Finance  
Documents (a) whether actually or contingently,  
and (b) whether solely or jointly with any other  
person(s), and (c) whether as principal or surety  
or otherwise, and (d) whether originally due, owing  
or incurred to the Secured Parties or any of them  
or purchased or otherwise acquired by them or any  
of them, and (e) whether in respect of the  
principal, interest, discount, commission, fees or  
expenses or otherwise, and includes all sums  
referred to in the proviso to Clause 5.1 of the SIA  
(together, the "Secured Obligations")

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

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**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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	Barclays Bank Ireland PLC (the "Security Trustee")	
Address	Two Park Place, Hatch Street, Dublin 2, Ireland	
	as agent and trustee of the Secured Parties	
Postcode		
Name		
Address		
Postcode		

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

Please give the short particulars of the property mortgaged or charged		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p>1. By clause 2 1 of the SIA, to the intent that the Security Trustee shall have a continuing, first priority, security interest to the Collateral as security for the Secured Obligations in accordance with the Law, the Grantor thereby</p> <p>1.1 assigns title to the Collateral to the Security Trustee; and</p> <p>1 2 agrees that, to the extent that the Security Trustee does not have a security interest in the Affected Securities by way of assignment of title and the giving of notice as required by the Law, the Security Trustee (and/or some other person chosen by the Security Trustee to act on its behalf) shall have possession of all certificates of title to the Affected Securities</p> <p><b><u>2 Negative Pledge</u></b></p> <p>2 1 By clause 4.1 of the SIA, the Grantor undertakes to the Security Trustee as agent and trustee for the Secured Parties that it will at all times during the subsistence of the security constituted by the SIA be the sole beneficial owner of the Collateral free from any Encumbrance other than any security interest created pursuant to the SIA</p> <p>2.2 By clause 5 1 of the SIA, the Grantor covenants with the Security Trustee as agent and trustee for the Secured Parties that until the Secured Obligations are discharged, the Grantor will procure that without the prior written consent of the Security Trustee no further shares or other Securities are issued by the Company to any person</p> <p>See attached Continuation page</p>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	<p data-bbox="328 344 1043 371">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="328 394 1473 454">2 3 By clause 25.13 2 of the Facility Agreement, save as permitted under clause 25 13.3 of the Facility Agreement, the Grantor shall not</p> <p data-bbox="328 483 1437 510">2 3 1 create or permit to subsist any Security over any of its assets,</p> <p data-bbox="328 539 1473 696">2 3 2 sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor or any other member of the Group in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.</p> <p data-bbox="328 725 1503 882">2 4 By clause 25 14 1 of the Facility Agreement, except as permitted under clause 25 14 2 of the Facility Agreement or with the prior written consent of all Lenders, the Grantor shall not enter into a single transaction of a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any asset</p> <p data-bbox="328 911 501 938"><b><u>Definitions</u></b></p> <p data-bbox="328 967 1473 1028">In this form MG01 and continuation pages, the following terms shall have the following meanings -</p> <p data-bbox="328 1057 1473 1120"><b>"Accession Letter"</b> means a document substantially in the form set out in Schedule 5 (Form of Accession Letter) to the Facility Agreement</p> <p data-bbox="328 1149 788 1176"><b>"Accounting Principles"</b> means</p> <p data-bbox="328 1205 1503 1301">(a) in relation to the Parent and each of its Subsidiaries incorporated in Ireland generally accepted accounting principles in Ireland or in relation to the Group's consolidated financial statements IFRS, and</p> <p data-bbox="328 1330 1473 1487">(b) in relation to a member of the Group incorporated in a country other than Ireland or in relation to financial statements for such member only, generally accepted accounting principles consistently applied in the jurisdiction in which such member is incorporated and / or carries on business</p> <p data-bbox="328 1516 1394 1610"><b>"Additional Borrower"</b> means a company which becomes a Borrower in accordance with clause 28 (<i>Changes to the obligors</i>) of the Facility Agreement.</p> <p data-bbox="328 1639 1394 1733"><b>"Additional Guarantor"</b> means a company which becomes a Guarantor in accordance with clause 28 (<i>Changes to the obligors</i>) of the Facility Agreement.</p> <p data-bbox="328 1762 1490 1856"><b>"Additional Secured Obligor"</b> means any Shareholder who enters into any Transaction Security Document after the date of the Facility Agreement in accordance with the provisions of the Facility Agreement.</p> <p data-bbox="328 1886 1374 1946"><b>"Affected Securities"</b> means the Securities which from time to time comprise or are included in the Collateral.</p> <p data-bbox="328 1975 1490 2038"><b>"Affiliate"</b> means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that</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>Holding Company</p> <p>"Agent" means BARCLAYS BANK IRELAND PLC as agent of the other Finance Parties.</p> <p>"Ancillary Document" means each document relating to or evidencing the terms of an Ancillary Facility</p> <p>"Ancillary Facility" means any ancillary facility made available by an Ancillary Lender in accordance with clause 7 (Ancillary Facilities) of the Facility Agreement.</p> <p>"Ancillary Lender" means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with clause 7 (Ancillary Facilities) of the Facility Agreement.</p> <p>"Assignment Agreement" means an agreement substantially in the form set out in Schedule 13 (Form of Assignment Agreement) to the Facility Agreement or any other form agreed between the relevant assignor and assignee.</p> <p>"Borrower" means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 28 (Changes to the obligors) of the Facility Agreement</p> <p>"Collateral" means</p> <p>(a) <u>8,615,102 ordinary shares of £1 00 each in the capital of the Company,</u></p> <p>(b) any other shares in the Company that may from time to time be beneficially owned by the Grantor,</p> <p>(c) all Derivative Assets; and</p> <p>(d) all the Grantor's <u>right, title and interest</u> from time to time to and in all such Securities and the Derivative Assets</p> <p>"Company" means James Hay Insurance Company Limited a company incorporated in Jersey with registered number 777318</p> <p>"Compliance Certificate" means a certificate substantially in the form set out in Schedule 7 (Form of Compliance Certificate) to the Facility Agreement</p> <p>"Co-ordinating Bank" means BARCLAYS BANK IRELAND PLC as co-ordinating bank.</p> <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee</p> <p>"Derivative Assets" means all Securities, dividends, interest or other property (whether or a capital or income nature) accruing, deriving, offered or issued at any time by way of dividend, bonus, redemption,</p>

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## Particulars of a mortgage or charge

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Short particulars	<p data-bbox="325 342 1043 371">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="325 443 1455 562">exchange, substitution, conversion, consolidation, sub-division, preference, option or otherwise that are attributable to any Affected Securities or any Derivative Assets previously described and all rights from time to time thereto</p> <p data-bbox="325 595 1490 685">"Dividend Letter" means the letter from the Parent to the Agent in form and content acceptable to the Agent detailing the Group's dividend policy as amended on or before the date of the Facility Agreement</p> <p data-bbox="325 719 1490 837">"Encumbrance" includes any security interest, mortgage, charge, pledge, assignment, title retention, lien, hypothec, trust arrangement, option or other third party interest or arrangement whatsoever which has the effect of creating security or another adverse right or interest.</p> <p data-bbox="325 871 1490 967">"Extended Termination Date" means the date which is the fifth anniversary of the date of the Facility Agreement which may become applicable in accordance with clause 5 6 (<i>Extension Option</i>) thereof.</p> <p data-bbox="325 1001 1503 1375">"Facility Agreement" means the facility agreement dated 29 November 2012 and made between (1) the Parent, (2) the Subsidiaries of the Parent listed in Part I of Schedule 1 to the Facility Agreement and the Parent (as original borrowers), (3) the Subsidiaries of the Parent listed in Part II of Schedule 1 to the Facility Agreement and the Parent (as original guarantors), (4) the Subsidiaries of the Parent listed in Part III of Schedule 1 to the Facility Agreement and the Parent (as original secured obligors), (5) Barclays Bank Ireland plc (as co-ordinating bank), (6) Barclays Bank Ireland plc (as mandated lead arranger and bookrunner), (7) the Financial Institutions listed in Part III of Schedule 1 to the Facility Agreement (as lenders), (8) Barclays Bank Ireland plc (as agent) and (9) Barclays Bank Ireland plc (as security trustee).</p> <p data-bbox="325 1408 628 1435">"Fee Letter" means:</p> <p data-bbox="325 1469 1503 1588">(a) any letter or letters dated on or about the date of the Facility Agreement or any other time and between the Mandated Lead Arranger and the Parent or the Agent and the Parent, setting out any of the fees referred to in clause 15 (<i>Fees</i>) of the Facility Agreement, and</p> <p data-bbox="325 1621 1490 1711">(b) any agreement setting out fees payable to a Finance Party referred to in clause 15.3 (<i>Interest, commission and fees on Ancillary Facilities</i>) of the Facility Agreement or under any other Finance Document</p> <p data-bbox="325 1744 1503 1935">"Finance Document" means the Facility Agreement, any Accession Letter, any Ancillary Document, any Compliance Certificate, any Fee Letter, the Dividend Letter, any Resignation Letter, any Transaction Security Document, any Utilisation Request, each Transfer Certificate, each Assignment Agreement and any other document designated as a "Finance Document" by the Agent and the Parent</p> <p data-bbox="325 1968 1474 2024">"Finance Party" means the Agent, the Mandated Lead Arranger, the Co-ordinating Bank, the Security Trustee, a Lender or any Ancillary Lender.</p>

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## Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Financial Indebtedness" means any indebtedness for or in respect of</p> <ul style="list-style-type: none"> <li>(a) monies borrowed;</li> <li>(b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;</li> <li>(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument,</li> <li>(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the Accounting Principles, be treated as a finance or capital lease,</li> <li>(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);</li> <li>(f) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value as at the relevant date on which Financial Indebtedness is calculated (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account);</li> <li>(g) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution,</li> <li>(h) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the issuer) before the Termination Date or are otherwise classified as borrowings under the Accounting Principles,</li> <li>(i) any amount of any liability under an advance or deferred purchase agreement if (i) one of the primary reasons behind entering into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question or (ii) the agreement is in respect of the supply of assets or services and payment is due more than 30 days after the date of supply,</li> <li>(j) any amount raised under any other transaction (including any forward sale or purchase, sale and sale back or sale and leaseback agreement) having the commercial effect of a borrowing or otherwise classified as borrowings under the Accounting Principles, and</li> <li>(k) the amount of any liability in respect of any guarantee for: <ul style="list-style-type: none"> <li>(i) any of the items referred to in paragraphs (a) to (j) above, or</li> <li>(ii) any deferred consideration payable by the Group in connection with any acquisition by a member of the Group of an asset (including shares)</li> </ul> </li> </ul> <p>"Group" means the Parent and each of its Subsidiaries for the time being</p>	

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with clause 28 (<i>Changes to the obligors</i>) of the Facility Agreement.</p> <p>"Holding Company" means a holding company with the meaning of Section 155 of the Companies Act 1963.</p> <p>"IFRS" means international accounting standards within the meaning of IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements.</p> <p>"Initial Termination Date" means the date which is the fourth anniversary of the date of the Facility Agreement</p> <p>"Law" means the Security Interests (Jersey) Law, 1983</p> <p>"Lender" means.</p> <p>(a) any Original Lender, and</p> <p>(b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with clause 27 (<i>Changes to the lenders</i>) of the Facility Agreement,</p> <p>which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement</p> <p>"Mandated Lead Arranger" means BARCLAYS BANK IRELAND PLC as mandated lead arranger and bookrunner</p> <p>"Obligors" means a Borrower, a Guarantor or a Secured Obligor</p> <p>"Original Borrower" means THE SUBSIDIARIES of the Parent listed in Part I of Schedule 1 (<i>The Original Parties</i>) to the Facility Agreement and the Parent as original borrowers.</p> <p>"Original Guarantor" means THE SUBSIDIARIES of the Parent listed in Part II of Schedule 1 (<i>The Original Parties</i>) to the Facility Agreement and the Parent as original guarantors.</p> <p>"Original Lenders" means THE FINANCIAL INSTITUTIONS listed in Part III of Schedule 1 (<i>The Original Parties</i>) to the Facility Agreement as lenders</p> <p>"Parent" means IFG Group PLC having its registered office at IFG House, Booterstown Hall, Booterstown, Co. Dublin</p> <p>"Party" means a party to the Facility Agreement</p> <p>"Receiver" means any person or persons appointed to be receiver or receiver and manager in respect of the Secured Assets and / or the income thereof or any part or parts thereof</p> <p>"Resignation Letter" means a letter substantially in the form set out in</p>	

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Schedule 6 (<i>Form of Resignation Letter</i>) to the Facility Agreement</p> <p>"<b>Secured Assets</b>" means the property, undertaking and assets of the Grantor which are, or are expressed to be, the subject of any security created, constituted or evidenced or expressed or intended to be created, constituted or evidenced by the SIA</p> <p>"<b>Secured Obligors</b>" means an Additional Secured Obligor and the Shareholders who are parties to the Transaction Security Documents and any one a "Secured Obligor".</p> <p>"<b>Secured Parties</b>" means each Finance Party from time to time party to the Facility Agreement, and the other Secured Parties specified in the Transaction Security Documents, any Receiver or Delegate</p> <p>"<b>Securities</b>" include without limitation any property within the definition of "securities" under Article 1(1) of the Law</p> <p>"<b>Security</b>" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p>"<b>Shareholder</b>" means any member of the Group who holds shares charged or to be charged under the provisions of the Facility Agreement</p> <p>"<b>Subsidiary</b>" shall be construed as a subsidiary undertaking within the meaning of Regulation 4 of the European Communities (Companies. Group Accounts) Regulations 1992 or Section 1162 of the UK Companies Act 2006.</p> <p>"<b>Termination Date</b>" means the Initial Termination Date and, if the termination date for the Facility is extended by agreement under clause 5.6 (<i>Extension Option</i>) of the Facility Agreement it shall mean the Extended Termination Date</p> <p>"<b>Transaction Security Documents</b>" means each of the documents listed as being a Transaction Security Document in clause 21 (<i>Security and Guarantee</i>) of the Facility Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents</p> <p>"<b>Transfer Certificate</b>" means a certificate substantially in the form set out in Schedule 4 (<i>Form of Transfer Certificate</i>) to the Facility Agreement or any other form agreed between the Agent and the Parent.</p> <p>"<b>Treasury Transactions</b>" means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price</p> <p>"<b>Utilisation Request</b>" means a notice substantially in the relevant form set out in Part I of Schedule 3 (<i>Requests</i>) to the Facility Agreement</p>	

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## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>	
Commission, allowance or discount	<p>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</p> <ul style="list-style-type: none"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p> <p>Nil</p>	
<b>8</b>	<b>Delivery of instrument</b>	
	<p>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)</p> <p>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)</p>	
<b>9</b>	<b>Signature</b>	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X <i>Wedlake Bell LLP</i> X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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## 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 RHR/BAR/407/1

Company name Wedlake Bell LLP

Address 52 Bedford Row

Post town London

County/Region

Postcode W C 1 R 4 L R

Country United Kingdom

DX 166 London Chancery Lane

Telephone 020 7395 3000



### 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)



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

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

**COMPANY NO. 2506374  
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY INTEREST  
AGREEMENT DATED 29 NOVEMBER 2012 AND CREATED BY  
JAMES HAY HOLDINGS LIMITED FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM THE COMPANY TO THE  
SECURED PARTIES OR ANY OF THEM ON ANY ACCOUNT  
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED  
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 8 DECEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 DECEMBER  
2012

*DX*



**Companies House**



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