

# MG01

100.465 / 13

## Particulars of a mortgage or charge

**A fee is payable with this form**

We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

☒ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

☐ **What this form is NOT for**  
You cannot use this form to  
particulars of a charge for a  
company To do this, please  
form MG01s

SATURDAY



\*A1NCLHCW\*  
A20 08/12/2012 #37  
COMPANIES HOUSE

### 1 Company details

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

5 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 d2 d9 m1 m1 y2 y0 y1 y2

### 3 Description

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

Description Share mortgage (the "Share Mortgage")

### 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 the date of  
the Share Mortgage or shall from time to time  
thereafter be due, owing or incurred by the  
Relevant Obligors 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 principal, interest,  
discount, commission, fees or expenses or otherwise  
(together, the "Secured Liabilities")

**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		<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 for 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 3 1 of the Share Mortgage, as a continuing security for the payment and discharge of the Secured Liabilities the Chargor with full title guarantee thereby -</p> <p>1 1 charges in favour of the Security Trustee as agent and trustee for the Secured Parties by way of equitable mortgage the Scheduled Shares,</p> <p>1 2 charges in favour of the Security Trustee as agent and trustee for the Secured Parties by way of first fixed charge the Other Shares, and</p> <p>1 3 charges in favour of the Security Trustee as agent and trustee for the Secured Parties by way of first fixed charge;</p> <p>1 3 1 all dividends, interest or other income at the date of the Share Mortgage or thereafter paid or payable on any of the Securities;</p> <p>1 3 2 all stocks, shares, securities, rights, moneys or property accruing or offered at any time (whether by way of bonus, redemption, preference, option right or otherwise) to or in respect of any of the Securities or in substitution or exchange for or otherwise derived from any of the Securities, and</p> <p>1 3 3 all dividends, interest or other income at the date of the Share Mortgage or thereafter paid or payable on any of the assets referred to in paragraph 1 3 2 above,</p> <p>please see attached Continuation page</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>but in each case so that the covenants implied by the LP (MP) Act in the mortgages and charges contained in or created pursuant to the Share Mortgage are construed with the omission of -</p> <p>(A) the words "other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about" in Section 3(1) of the LP (MP) Act, and</p> <p>(B) Section 6(2) of the LP (MP) Act</p> <p><b><u>Negative Pledge</u></b></p> <p>2. By clause 5 of the Share Mortgage, the Chargor shall not (and shall procure that no registered holder of any Secured Assets shall) until the security constituted by the Share Mortgage is discharged except as expressly permitted by the Finance Documents</p> <p>2.1 create or permit to subsist any Security Interest over the Secured Assets or any of them, or</p> <p>2.2 part with, sell, transfer, lend, or otherwise dispose of, whether by means of one or of a number of transactions related or not and whether at one time or over a period of time, the whole or any part of the Secured Assets, or</p> <p>2.3 save in the case of the share in The IPS Partnership plc which is held by IFG UK Group Holdings Limited on trust for IFG UK Holdings Limited in respect of which share IFG UK Group Holdings Limited is the sole legal owner and IFG UK Holdings Limited is the sole beneficial owner, at all times during the subsistence of the security constituted by the Share Mortgage, allow any other person (other than the Security Trustee, its nominees or any purchaser from the Security Trustee or any Receiver) to be registered as holder of the Secured Assets, or</p> <p>2.4 do or cause or permit to be done anything which may reasonably be expected in any way to depreciate, jeopardise or otherwise prejudice the value of the security created by the Share Mortgage, or</p> <p>2.5 permit or authorise the issue of any further shares or other securities in any Company without the written consent of the Security Trustee, such consent not to be unreasonably withheld or delayed and provided that such shares or securities become subject to the security created under the Share Mortgage</p> <p><b><u>Definitions -</u></b></p> <p>3. In this Form MG01 and continuation pages, the following terms shall have the following meanings.-</p> <p>"Acceptable Bank" means</p> <p>(a) any Lender or Affiliate of a Lender, or</p> <p>(b) a bank or financial institution which has a rating for its long-term unsecured and non credit-enhanced debt obligations of A- or higher by</p>

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="328 342 1046 371">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="328 443 1493 533">Standard &amp; Poor's Rating Services or Fitch Ratings Ltd or A3 or higher by Moody's Investor Services Limited or a comparable rating from an internationally recognised credit rating agency; or</p> <p data-bbox="328 566 1377 595">(c) any other bank or financial institution approved by the Agent.</p> <p data-bbox="328 622 1477 685"><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="328 712 791 741"><b>"Accounting Principles"</b> means</p> <p data-bbox="328 775 1509 864">(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="328 898 1493 1043">(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 1077 1398 1167"><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 1200 1398 1290"><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 1323 1493 1413"><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 1447 1493 1536"><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 Holding Company</p> <p data-bbox="328 1570 1430 1632"><b>"Agent"</b> means BARCLAYS BANK IRELAND PLC as agent of the other Finance Parties</p> <p data-bbox="328 1666 1445 1729"><b>"Ancillary Document"</b> means each document relating to or evidencing the terms of an Ancillary Facility</p> <p data-bbox="328 1762 1509 1852"><b>"Ancillary Facility"</b> means any ancillary facility made available by an Ancillary Lender in accordance with clause 7 (<i>Ancillary Facilities</i>) of the Facility Agreement</p> <p data-bbox="328 1886 1430 1975"><b>"Ancillary Lender"</b> means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with clause 7 (<i>Ancillary Facilities</i>) of the Facility Agreement.</p> <p data-bbox="328 2009 1461 2072"><b>"Assignment Agreement"</b> means an agreement substantially in the form set out in Schedule 13 (<i>Form of Assignment Agreement</i>) to the Facility</p>

# MG01 - continuation page

## Particulars of a mortgage or charge

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Short particulars	<p data-bbox="327 342 1046 376">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="327 443 1414 499">Agreement or any other form agreed between the relevant assignor and assignee</p> <p data-bbox="327 533 810 560">"Base Currency" means Sterling</p> <p data-bbox="327 593 1493 685">"Borrower" means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 28 (<i>Changes to the obligors</i>) of the Facility Agreement.</p> <p data-bbox="327 719 1461 810">"Cash" means cash at a bank credited to an account in the name of any member of the Group with an Acceptable Bank and to which that member of the Group is beneficially entitled and for so long as.</p> <p data-bbox="327 844 1430 900">(a) which is repayable on demand (or within 30 days of demand without conditions),</p> <p data-bbox="327 934 1509 1025">(b) repayment of that cash is not contingent on the prior discharge of any other indebtedness of any member of the Group or of any other person whatsoever or on the satisfaction of any other condition;</p> <p data-bbox="327 1059 1509 1173">(c) there is no Security over that cash except for Transaction Security or any Permitted Security constituted by a netting or set-off arrangement entered into by members of the Group in the ordinary course of their banking arrangements; and</p> <p data-bbox="327 1207 1366 1263">(d) the cash is freely and immediately available to be applied in repayment or prepayment of the Facility.</p> <p data-bbox="327 1296 1094 1323">"Cash Equivalent Investments" means at any time:</p> <p data-bbox="327 1357 1461 1413">(a) certificates of deposit maturing within one year after the relevant date of calculation and issued by an Acceptable Bank;</p> <p data-bbox="327 1447 1493 1662">(b) any investment in marketable debt obligations issued or guaranteed by the government of Ireland, the United States of America, the United Kingdom, any member state of the European Economic Area or any Participating Member State or by an instrumentality or agency of any of them having an equivalent credit rating, maturing within one year after the relevant date of calculation and not convertible or exchangeable to any other security,</p> <p data-bbox="327 1695 1366 1751">(c) commercial paper not convertible or exchangeable to any other security</p> <p data-bbox="327 1785 1110 1812">(i) for which a recognised trading market exists;</p> <p data-bbox="327 1845 1445 1937">(ii) issued by an issuer incorporated in Ireland, the United States of America, the United Kingdom, any member state of the European Economic Area or any Participating Member State,</p> <p data-bbox="327 1971 1318 2027">(iii) which matures within one year after the relevant date of calculation, and</p>

**MG01 - continuation page**  
Particulars of a mortgage or charge

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Short particulars	<p>(iv) which has a credit rating of either A-1 or higher by Standard &amp; Poor's Rating Services or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investor Services Limited, or, if no rating is available in respect of the commercial paper, the issuer of which has, in respect of its long-term unsecured and non-credit enhanced debt obligations, an equivalent rating,</p> <p>(d) any investment in money market funds which (i) have a credit rating of either A-1 or higher by Standard &amp; Poor's Rating Services or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investor Services Limited; (ii) which invest substantially all their assets in securities of the types described in paragraphs (a) to (c) above, and (iii) can be turned into cash on not more than 30 days' notice, or</p> <p>(e) any other debt security approved by the Majority Lenders,</p> <p>in each case, denominated in Euro, Sterling, US Dollars, Japanese Yen or Swiss Francs (or such other currency as may be approved by the Agent) and to which any member of the Group is alone (or together with other members of the Group) beneficially entitled at that time and which is not issued or guaranteed by any member of the Group or subject to any Security (other than Security arising under the Transaction Security Documents).</p> <p><b>"Commitment"</b> means:</p> <p>(a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Commitment" in Part III of Schedule 1 (<i>The Original Parties</i>) to the Facility Agreement and the amount of any other Commitment transferred to it under the Facility Agreement; and</p> <p>(b) in relation to any other Lender, the amount in the Base Currency of any Commitment transferred to it under the Facility Agreement,</p> <p>to the extent not cancelled, reduced or transferred by it under the Facility Agreement.</p> <p><b>"Compliance Certificate"</b> means a certificate substantially in the form set out in Schedule 7 (Form of Compliance Certificate) to the Facility Agreement</p> <p><b>"Consolidated Gross Assets"</b> means the sum of non-current assets (as determined in accordance with Accounting Principles in Ireland) (excluding intangible assets) and Current Assets (less accumulated depreciation to the extent not already taken into account) as shown in the most recent financial statements furnished to the Agent under clause 23.1 (<i>Financial statements</i>) of the Facility Agreement</p> <p><b>"Co-ordinating Bank"</b> means BARCLAYS BANK IRELAND PLC as co-ordinating bank.</p> <p><b>"Current Assets"</b> means the aggregate (on a consolidated basis) of all inventory, work in progress, trade and other receivables of each member of the Group including prepayments in relation to operating items and</p>

# MG01 - continuation page

## Particulars of a mortgage or charge

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Short particulars	<p>prepayments made against liabilities owed by any member of the Group (but excluding Cash and Cash Equivalent Investments) maturing or expected to be realised within twelve months from the date of computation but excluding amounts in respect of</p> <p>(a) receivables in relation to Tax,</p> <p>(b) Exceptional Items and other non-operating items,</p> <p>(c) insurance claims</p> <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee</p> <p>"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>"EBIT" means, in respect of any Relevant Period, the consolidated operating profit of the Group before taxation (excluding the results from discontinued operations):</p> <p>(a) before deducting any Finance Charges;</p> <p>(b) not including any accrued interest owing to any member of the Group;</p> <p>(c) before taking into account any Exceptional Items;</p> <p>(d) after deducting the amount of any profit (or adding back the amount of any loss) of any member of the Group which is attributable to minority interests,</p> <p>(e) before taking into account any unrealised gains or losses on any derivative instrument or financial instrument (other than any derivative instrument which is accounted for on a hedge accounting basis),</p> <p>(f) before taking into account any gain or loss arising from an upward or downward revaluation of any other asset at any time after 31 December 2011,</p> <p>(g) before taking into account any Pension Items,</p> <p>(h) excluding the charge to profit represented by the expensing of stock options,</p> <p>(i) after deducting the amount of any profit of any Non-Group Entity to the extent that the amount of the profit included in the financial statements of the Group exceeds the amount actually received in cash by members of the Group through distributions by the Non-Group Entity,</p> <p>in each case, to the extent added, deducted or taken into account, as the case may be, for the purposes of determining operating profits of the Group before taxation</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

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Short particulars	<p data-bbox="327 342 1046 376">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="327 443 1477 533"><b>"Exceptional Items"</b> means any material items of an unusual or non-recurring nature which represent gains or losses including those arising on</p> <ul style="list-style-type: none"> <li data-bbox="327 566 1497 627">(a) the restructuring of the activities of an entity and reversals of any provisions for the cost of restructuring,</li> <li data-bbox="327 656 1345 685">(b) disposals, revaluations or impairment of non-current assets,</li> <li data-bbox="327 714 1345 743">(c) disposals of assets associated with discontinued operations;</li> <li data-bbox="327 772 1465 862">(d) items identified and separately disclosed as "exceptional items" in the financial statements of the Group in accordance with the Accounting Principles; and</li> <li data-bbox="327 891 1442 920">(e) any other examples of "exceptional items" agreed with the Lenders.</li> </ul> <p data-bbox="327 949 1509 1106"><b>"Excluded Entities"</b> means (a) James Hay Pension Trustees Limited; and (b) James Hay Administration Company Limited, a company incorporated under the laws of England and Wales (company number 04068398) and having its registered address at Trinity House, Anderson Road, Swavesey, Cambridgeshire CB24 4UQ, and any one an <b>"Excluded Entity"</b>.</p> <p data-bbox="327 1135 1497 1232"><b>"Extended Termination Date"</b> 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="327 1261 1465 1323"><b>"Facility"</b> means the revolving credit facility made available under the Facility Agreement as described in clause 2 1 (<i>The Facility</i>) thereof</p> <p data-bbox="327 1352 1513 1733"><b>"Facility Agreement"</b> 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="327 1762 619 1792"><b>"Fee Letter"</b> means</p> <ul style="list-style-type: none"> <li data-bbox="327 1821 1513 1948">(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</li> <li data-bbox="327 1977 1497 2040">(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</li> </ul>



# 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>the Facility Agreement or under any other Finance Document</p> <p><b>"Finance Charges"</b> means, for any Relevant Period, the aggregate amount of the accrued interest, commission, fees, discounts, prepayment fees, commitment fees, premiums or charges and other finance payments in respect of Financial Indebtedness whether paid, payable or capitalised by any member of the Group (calculated on a consolidated basis) in respect of that Relevant Period</p> <p>(a) including any upfront fees or costs,</p> <p>(b) including the interest (but not the capital) element of payments in respect of Finance Leases,</p> <p>(c) including any commission, fees, discounts and other finance payments payable by (and deducting any such amounts payable to) any member of the Group under any interest rate hedging arrangement,</p> <p>(d) excluding any interest cost or expected return on plan assets in relation to any post-employment benefit schemes;</p> <p>(e) if a Joint Venture is accounted for on a proportionate consolidation basis, after adding the Group's share of the interest receivable of the Joint Venture (and deducting the Group's share of the finance costs payable by the Joint Venture), and</p> <p>(f) taking no account of any unrealised gains or losses on any derivative instruments or financial instruments,</p> <p>and so that no amount shall be added (or deducted) more than once.</p> <p><b>"Finance Document"</b> 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><b>"Finance Lease"</b> means any lease or hire purchase contract which would, in accordance with the Accounting Principles, be treated as a finance or capital lease.</p> <p><b>"Finance Party"</b> means the Agent, the Mandated Lead Arranger, the Co-ordinating Bank, the Security Trustee, a Lender or any Ancillary Lender.</p> <p><b>"Financial Half Year"</b> means each period of six months ending on 30 June and 31 December</p> <p><b>"Financial Indebtedness"</b> means any indebtedness for or in respect of</p> <p>(a) monies borrowed;</p> <p>(b) any amount raised by acceptance under any acceptance credit facility</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

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Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>or dematerialised equivalent,</p> <p>(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument,</p> <p>(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,</p> <p>(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis),</p> <p>(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),</p> <p>(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;</p> <p>(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,</p> <p>(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,</p> <p>(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</p> <p>(k) the amount of any liability in respect of any guarantee for:</p> <p>(i) any of the items referred to in paragraphs (a) to (j) above, or</p> <p>(ii) any deferred consideration payable by the Group in connection with any acquisition by a member of the Group of an asset (including shares)</p> <p>"Financial Year" means each period of twelve months ending on 31 December</p> <p>"Group" means the Parent and each of its Subsidiaries for the time being</p> <p>"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with clause 28 (Changes to</p>	

# MG01 - continuation page

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Short particulars	<p>the obligors) 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>"Joint Venture" means any joint venture entity, whether a company, unincorporated firm, undertaking, association, joint venture or partnership or any other entity, but which is not a Subsidiary or a Subsidiary Not Wholly Owned, as listed in Part B of Part IV of Schedule 1 to the Facility Agreement</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>"Loan" means a loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan</p> <p>"LP (MP) Act" means the Law of Property (Miscellaneous Provisions) Act 1994</p> <p>"Majority Lenders" means</p> <p>(a) a Lender or Lenders whose participations in aggregate in the Loans and the Letters of Credit then outstanding are in aggregate equal to or more than 66 2/3 percent of all the Loans and the Letters of Credit then outstanding, and</p> <p>(b) if there are no Loans or Letters of Credit then outstanding, a Lender or Lenders whose Commitments aggregate equal to or more than 66 2/3 percent of the Total Commitments (or, if the Total Commitments have been reduced to zero, are in aggregate equal to or more than 66 2/3 percent of the Total Commitments immediately prior to that reduction)</p> <p>"Mandated Lead Arranger" means BARCLAYS BANK IRELAND PLC as mandated lead arranger and bookrunner</p> <p>"Material Subsidiaries" means: at any time a member of the Group (other</p>	

# MG01 - continuation page

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>than an Excluded Entity or any Subsidiary Not Wholly Owned) which</p> <p>(a) at any time contributes not less than: (i) 5 percent of EBIT of the Group, and/or (ii) 5 percent of Consolidated Gross Assets of the Group, and/or in each case calculated on a consolidated basis and pursuant to Accounting Principles in Ireland, and/or</p> <p>(b) is listed as a Material Subsidiary under clause 21.1.1 1 of the Facility Agreement</p> <p><b>"Non-Group Entity"</b> means any investment or entity (which is not itself a member of the Group (including associates and Joint Ventures)) in which any member of the Group has an ownership interest</p> <p><b>"Obligors"</b> means a Borrower, a Guarantor or a Secured Obligor.</p> <p><b>"Original Borrower"</b> 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><b>"Original Guarantor"</b> 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><b>"Original Lenders"</b> means THE FINANCIAL INSTITUTIONS listed in Part III of Schedule 1 (<i>The Original Parties</i>) to the Facility Agreement as lenders.</p> <p><b>"Other Shares"</b> means, in relation to the Chargor,</p> <p>(i) all shares of any class, held, either directly or indirectly, by the Chargor from time to time, in any Subsidiary which is or becomes a Material Subsidiary and which is incorporated in England and Wales (including any shares held on trust on behalf of the Chargor),</p> <p>(ii) all shares of any class, held, either directly or indirectly, by the Chargor from time to time, in any company (including any shares held on trust on behalf of any Chargor) (but excluding any Scheduled Shares)</p> <p><b>"Parent"</b> means IFG Group PLC having its registered office at IFG House, Booterstown Hall, Booterstown, Co Dublin</p> <p><b>"Party"</b> means a party to the Facility Agreement.</p> <p><b>"Pension Items"</b> means any income or charge attributable to a post-employment benefit scheme other than the current service costs and any past service costs and curtailments and settlements attributable to the scheme</p> <p><b>"Permitted Security"</b> means</p> <p>(a)</p> <p>(i) a rent deposit deed dated 11 May 2005 created by John Siddall</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>Financial Services Limited in favour of Max Officer Nominee Limited and Max Officer GP Limited,</p> <p>(11) a rent deposit deed dated 23 July 2010 created by IFG Management UK limited in favour of Communication Skills Europe Limited,</p> <p>provided that in each case the principal amount secured is not increased after the date of the Facility Agreement,</p> <p>(b) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any member of the Group,</p> <p>(c) any netting or set-off arrangement entered into by any member of the Group with any Lender in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group but only so long as (1) such arrangement does not permit credit balances of Secured Obligors to be netted or set off against debit balances of members of the Group which are not Secured Obligors and (11) such arrangement does not give rise to other Security over the assets of Secured Obligors in support of liabilities of members of the Group which are not Secured Obligors,</p> <p>(d) any Security or Quasi-Security over or affecting any asset acquired by a member of the Group after the date of the Facility Agreement if</p> <p>(1) the Security or Quasi-Security was not created in contemplation of the acquisition of that asset by a member of the Group,</p> <p>(11) the principal amount secured has not been increased in contemplation of or since the acquisition of that asset by a member of the Group; and</p> <p>(111) the Security or Quasi-Security is removed or discharged within three months of the date of acquisition of such asset,</p> <p>(e) any Security or Quasi-Security over or affecting any asset of any company which becomes a member of the Group after the date of the Facility Agreement, where the Security or Quasi-Security is created prior to the date on which that company becomes a member of the Group if.</p> <p>(1) the Security or Quasi-Security was not created in contemplation of the acquisition of that company,</p> <p>(11) the principal amount secured has not increased in contemplation of or since the acquisition of that company; and</p> <p>(111) the Security or Quasi-Security is removed or discharged within three months of that company becoming a member of the Group,</p> <p>(f) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising</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>as a result of any default or omission by any member of the Group,</p> <p>(g) any Security created by the Transaction Security Documents; or</p> <p>(h) any guarantee given under clause 25.17 of the Facility Agreement; or</p> <p>(i) any Security granted at any time by any Trustee Company if such Security is solely in respect of, and the recourse of the person to whom such Security is granted is limited to any assets held by any Trustee Company as trustee under a SIPP or a SSAS and, for the avoidance of doubt, such Security is not in respect of any shares or related rights other than any shares or related rights from time to time held by any Trustee Company in any company which has any rights in, or is connected to, the relevant Real Property</p> <p>"<b>Quasi-Security</b>" has the meaning given to that term in clause 25.13 (Negative pledge) of the Facility Agreement</p> <p>"<b>Real Property</b>" means</p> <p>(a) any freehold, leasehold or immovable property, and</p> <p>(b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property</p> <p>"<b>Receiver</b>" 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>"<b>Relevant Obligors</b>" means the Obligors and the Material Subsidiaries</p> <p>"<b>Relevant Period</b>" means each period of twelve months ending on or about the last day of the Financial Year and each period of twelve months ending on or about the last day of each Financial Half Year.</p> <p>"<b>Resignation Letter</b>" means a letter substantially in the form set out in Schedule 6 (<i>Form of Resignation Letter</i>) to the Facility Agreement</p> <p>"<b>Scheduled Shares</b>" means, in relation to the Chargor, the shares set out under the Chargor's name in the capital of each company in which the Chargor holds shares as described in Annex 1 below</p> <p>"<b>Secured Assets</b>" means the property, undertaking and assets of the Chargor 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 Share Mortgage</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</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="331 342 1046 376">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="331 443 1382 504">Facility Agreement, and the other Secured Parties specified in the Transaction Security Documents, any Receiver or Delegate.</p> <p data-bbox="331 533 1297 562">"Securities" means the Scheduled Shares and the Other Shares.</p> <p data-bbox="331 591 1477 683">"Security" 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 data-bbox="331 712 1493 869">"Security Interest" includes any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention, preferential right, trust arrangement or other security arrangement or agreement and any other agreement or arrangement having substantially the same economic effect.</p> <p data-bbox="331 898 1509 963">"Shareholder" means any member of the Group who holds shares charged or to be charged under the provisions of the Facility Agreement</p> <p data-bbox="331 992 1493 1055">"SIPP" means any self invested personal pension which is a registered pension scheme for the purposes of Section 150 of the UK Finance Act 2004</p> <p data-bbox="331 1084 1430 1146">"SSAS" means any small self-administered scheme which is a registered pension scheme under Chapter 2 of Part 4 of the UK Finance Act 2004</p> <p data-bbox="331 1176 1366 1205">"Sterling" or "£" means the lawful currency of the United Kingdom</p> <p data-bbox="331 1234 1461 1326">"Subsidiary" 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 data-bbox="331 1355 1445 1447">"Subsidiary Not Wholly Owned" means a member of the Group specified in Part E of Part IV of Schedule 1 to the Facility Agreement which is a Subsidiary of the Parent which:</p> <p data-bbox="331 1476 1509 1568">(a) is not wholly owned by the Group and in respect of which the Group has entered into shareholder contractual arrangements with a third party shareholder, and</p> <p data-bbox="331 1597 1493 1659">(b) is prohibited from becoming an Obligor by virtue of those shareholder contractual arrangements</p> <p data-bbox="331 1688 1509 1780">"Tax" means/ any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).</p> <p data-bbox="331 1809 1461 1937">"Termination Date" 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 data-bbox="331 1966 1398 2029">"Total Commitments" means the aggregate of the Commitments, being £25,000,000 as at the date of the Facility Agreement subject to the</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>provisions of clause 8.2 (<i>Reduction of Facility</i>) thereof</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>"Trustee Companies"</b> means</p> <p>(a) Sarum Trustees Limited, a company incorporated in England and Wales (company registration number 01003681) and having its registered office at Trinity House, Anderson Road, Swavesey, Cambridgeshire CB24 4UQ,</p> <p>(b) James Hay Pension Trustees Limited, a company incorporated in England and Wales (company registration number 01435887) and having its registered office at Trinity House, Anderson Road, Swavesey, Cambridgeshire CB24 4UQ,</p> <p>(c) Santhouse Pensions Trustee Company Limited, a company incorporated under the laws of England &amp; Wales (company number 01670940) and having its registered address at Trinity House, Anderson Road, Swavesey, Cambridge CB24 4UQ;</p> <p>(d) PAL Trustees Limited, a company incorporated under the laws of England &amp; Wales (company number 01666419) and having its registered address at Dunn's House, St Paul's Road, Salisbury, England, SP2 7BF,</p> <p>(e) Union Pensions Trustees (London) Limited, a company incorporated under the laws of England &amp; Wales (company number 01739546) and having its registered address at Boundary House, Charterhouse Street, London, England EC1M 6HR;</p> <p>(f) Union Pensions Trustees Limited, a company incorporated under the laws of England &amp; Wales (company number 02634371) and having its registered address at Dunn's House, St Paul's Road, Salisbury, England, SP2 7BF,</p> <p>(g) Sealgrove Trustees Limited, a company incorporated under the laws of England &amp; Wales (company number 01444964) and having its registered address at Dunn's House, St Paul's Road, Salisbury, England, SP2 7BF, and</p> <p>(h) Planlife Trustee Services Limited, a company incorporated under the laws of Ireland (company number 186577) and having its registered address at IFG House, Booterstown Hall, Booterstown, Co. Dublin,</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

and any one a "Trust Company".

"Utilisation Request" means a notice substantially in the relevant form set out in Part I of Schedule 3 (*Requests*) to the Facility Agreement

#### Annex 1 - Scheduled Shares

Name of Company in which securities are held	Registration number	No and class of Shares held	Name of Chargor
The IPS Partnership plc	1458445	99,999 ordinary shares of 50 pence each (part paid - £11,250 unpaid)  1 ordinary share of 50 pence (fully paid)	IFG UK Holdings Limited  IFG UK Group Holdings Limited on trust for IFG UK Holdings Limited
IFG Financial Services Limited	01066778	12,350,000 ordinary shares of £1 00 each	IFG UK Holdings Limited
Berkeley Jacobs Financial Services Limited	02759943	310,005 ordinary shares of £1 00 each	IFG UK Holdings Limited
John Siddall Financial Services Limited	02333489	1 founders share of £1 00  310,000 ordinary shares of £1 00 each	IFG UK Holdings Limited
DK Wild & Co Limited	02335641	1,120,000 ordinary shares of £1 00 each	IFG UK Holdings Limited

# 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

James Hay Holdings Limited	02506374	181,753,848 ordinary shares of 10 pence each  1,996,612 deferred shares of 10 pence each	IFG UK Holdings Limited
IPS Pensions Limited	2601833	50,000 ordinary shares of £1 00 each	IFG UK Holdings Limited
Saunderson House Limited	00940473	85,000 ordinary shares of £1 00 each  1,000 ordinary non-voting shares of £1 00 each	IFG UK Holdings Limited
IFG Management UK Limited	02538532	2 ordinary shares of £1.00 each	Santhouse Whittington (Documentation & Computer Administration) Limited
James Hay WRAP Managers Limited	04773695	1,500,000 ordinary shares of £1.00 each	James Hay Holdings Limited
The Slater Group plc	02354171	54,000 ordinary shares of £1 00 each	IFG UK Group Holdings Limited
Santhouse Whittington Holdings Limited	02527779	2 ordinary shares of £1.00 each	IFG UK Group Holdings Limited
John Siddall International Limited	03907029	10 ordinary shares of £1 00 each	IFG Advisory UK Limited

# 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

Saunderson Ventures Limited	2079166	15,000 ordinary shares of £1 00 each  13,000 ordinary non-voting shares of £1.00 each	IFG Advisory UK Limited
The Endowment Policy Purchasing Company (UK) Limited	02340227	54,100 ordinary shares of £1 00 each	IFG Advisory UK Limited
Associated Risk Consultants Limited	3300608	10,050 ordinary 'A' shares of £1 00 each  10 ordinary 'B' shares of £1.00 each  10 ordinary 'C' shares of £1 00 each	Trade Credit Brokers (UK) Limited
Bryan Walls & Partners Limited	01197226	5,000 ordinary shares of £1 00 each	The Slater Group plc
Santhouse Whittington (Documentation & Computer Administration) Limited	01217342	100 ordinary shares of £1 00 each	Santhouse Whittington Holdings Limited
IFG UK Holdings Limited	06033126	82,138,078 ordinary shares of £1 00 each	IFG UK Finance Limited
Santhouse Whittington Actuarial Services Limited	03253474	2 ordinary shares of £1.00 each	IFG Actuarial & Corporate Limited

# MG01

## Particulars of a mortgage or charge

### 7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount Nil

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

### 9 Signature

Please sign the form here

Signature

Signature

X Woodlake Bell LLP

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 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. 5**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SHARE MORTGAGE DATED 29  
NOVEMBER 2012 AND CREATED BY JAMES HAY HOLDINGS  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE RELEVANT OBLIGORS 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**



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