

MG01

Particulars of a mortgage or charge

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LASERFORM

A fee is payable with this form.

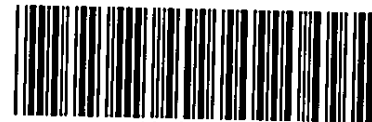
We will not accept this form unless you send the correct fee

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

THURSDAY



A07 *A1CIA9E9*

05/07/2012

#203

COMPANIES HOUSE

For official use

1 Company details

Company number 0 3 1 4 1 6 6 7

Company name in full LGC (HOLDINGS) LIMITED (the "Pledgor")

→ **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 8 0 6 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 PLEDGE OF SHARES dated 28 June 2012 between the Pledgor and the Beneficiaries (the "Pledge Agreement")

4 Amount secured

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

Amount secured The payment and repayment obligations of the Pledgor pursuant to
the provisions of the Senior Facilities Agreement

(a) as Borrower and as Guarantor pursuant to clause 21
(Guarantee and Indemnity) of the Senior Facilities Agreement of
all payment and repayment obligations of each Obligor, in each
case, towards the Lenders under

(i) the Facility A (GBP),
(ii) the Facility A (EUR),
(iii) the Facility B (GBP),
(iv) the Facility B (EUR),
(v) the Acquisition/Capex Facility, and
(vi) the Revolving Facility,

Continued on continuation page

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

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

Name	HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED									
Address	8 Canada Square, London as security trustee (the "Security Agent") acting on behalf of the Beneficiaries.									
Postcode	E	1	4		5	H	Q			
Name										
Address										
Postcode										

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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

Short particulars

1 CHARGING CLAUSE

The Pledgor has pledged the Shares to each Beneficiary as security for the Secured Obligations in accordance with the provisions of articles 2355 and onwards of the French Civil Code and the provisions of articles L 521-1 and onwards of the French Commercial Code

2 NEGATIVE PLEDGE

From 28 June 2012, and for the duration of the Security Period, the Pledgor has undertaken in favour of the Beneficiaries

(a) not to transfer, sell or otherwise dispose of all or part of the Shares, and

(b) not to grant or allow to subsist any security of any sort whatsoever over the Shares other than in favour of the Beneficiaries, subject to any legal privileges (privilèges légaux)

3 FURTHER ASSURANCE

From 28 June 2012, and for the duration of the Security Period, the Pledgor has undertaken at any time, and at its own expense, to take all measures, to execute and/or deliver all further instruments or documents, and to take all further actions and more generally to do all things, that the Security Agent may reasonably request in order to perfect and protect the Pledge or to enable the Security Agent and / or the Beneficiaries to exercise and enforce at any time their rights and remedies with respect to the Pledge.

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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	N/A
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N/A

8

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

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

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Please sign the form here

Signature

Signature _____

x Ashurst LLP

X

This form must be signed by a person with an interest in the registration of the charge

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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 ESANDA/KVASS/HSB03 00081/25164405

Company name Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

County/Region

Postcode E C 2 A 2 H A

Country England

DX 639 London City

Telephone +44 (0)20 7638 1111



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

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>in each case for the aggregate amount of the Commitments of each Lender for each relevant facility, such amount increased by any principal amount resulting from the compounding of interest and by any interest, default interest, fees, commissions and any other amount of a similar nature, calculated pursuant to the Senior Facilities Agreement, and</p> <p>(b) as Guarantor pursuant to clause 21 (Guarantee and Indemnity) of the Senior Facilities Agreement of all payment and repayment obligations of each Obligor towards the Facility Agent and the Security Agent, pursuant to the Senior Facilities Agreement (the "Secured Obligations")</p> <p>NOTE</p> <p>In this form MG01</p> <p>"Acquisition/Capex Facility" means the term loan facility made available under the Senior Facilities Agreement as described in clause 2 1(a)(v) thereof;</p> <p>"Beneficiaries" means (i) the Lenders, (ii) the Facility Agent and (iii) the Security Agent;</p> <p>"Borrower" means Original Borrower and Additional Borrower (as both such terms are defined in the Senior Facilities Agreement) unless it has ceased to be a Borrower in accordance with clause 29 (Changes to the Obligors) of the Senior Facilities Agreement,</p> <p>"Commitments" means Commitments as such term is defined in the Senior Facilities Agreement,</p> <p>"Company" means LGC Standards SARL, a French société à responsabilité limitée, having its registered office at 6, rue Alfred Kastler, BP 76, 67120 Molsheim and whose registration number is 430 258129 RCS Saverne TI,</p> <p>"Facility A (GBP)" means the term loan facility made available under the Senior Facilities Agreement as described in clause 2 1(a)(i) thereof,</p> <p>"Facility A (EUR)" means the term loan facility made available under the Senior Facilities Agreement as described in clause 2 1(a)(ii) thereof,</p> <p>"Facility Agent" means HSBC Bank plc,</p> <p>"Facility B (GBP)" means the term loan facility made available under the Senior Facilities Agreement as described in clause 2 1(a)(iii) thereof,</p> <p>"Facility B (EUR)" means the term loan facility made available under the Senior Facilities Agreement as described in clause 2 1(a)(iv) thereof,</p> <p>"Guarantor" means an Original Guarantor or an Additional Guarantor (as both such terms are defined in the Senior Facilities Agreement) unless it has ceased to be a Guarantor in accordance with clause 29 (Changes to the Obligors) of the Senior Facilities Agreement,</p> <p>"Lenders" means the Lenders listed in schedule 1 to the Pledge Agreement being, ING Bank N V , London Branch, Commerzbank AG, GE Corporate Finance Bank SAS, London Branch, Intermediate Capital Group plc, Societe Generale, London Branch, HSBC Bank plc, Santander UK plc, The Governor and Company of the Bank of Ireland and Lloyds TSB Bank plc, all represented by the Security Agent,</p> <p>"Obligor" means a Borrower or a Guarantor,</p> <p>"Pledge" means the pledge of the Shares as defined in the Pledge Agreement,</p>	

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Amount secured

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

Amount secured

"Revolving Facility" means the revolving credit facility made available under the Senior Facilities Agreement as described in clause 2.1(a)(vii) thereof,

"Security Period" means the period beginning on 28 June 2012 and ending on the date on which
(i) all of the Secured Obligations have been irrevocably and unconditionally discharged in full and
(ii) none of the Beneficiaries have any continuing obligation under or in connection with the Senior Facilities Agreement,

"Senior Facilities Agreement" means the senior facilities agreement dated 4 February 2010 and as amended from time to time and entered into between (amongst others) the Parent, The Governor and Company of the Bank of Ireland, HSBC Bank plc, Lloyds TSB Bank plc and Societe Generale, London Branch as the Mandated Lead Arrangers, the Facility Agent and the Security Agent,

"Shares" means the seventy-nine (79) shares held by the Pledgor in the Company numbered 1 to 79 having a nominal value of EUR 100 (one hundred euro) each



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3141667
CHARGE NO. 10**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A PLEDGE OF SHARES DATED 28
JUNE 2012 AND CREATED BY LGC (HOLDINGS) LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY 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 5 JULY 2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 JULY 2012

DX



Companies House
— the record —



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