

225163/1004

# 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**

You cannot use this for  
particulars of a charge  
company. To do this, pl  
form MG01s

THURSDAY



LD3

\*LKMVMH7\*

12/08/2010

340

COMPANIES HOUSE

for official use

1

### Company details

Company number

0 3 3 4 8 3 6 0

Company name in full

Exor Management Services Limited (the **Chargor**)

→ **Filling in this form**

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

2

### Date of creation of charge

Date of creation

d0 d6 m0 m8 y2 y0 y1 y0

3

### Description

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

Description

A security agreement dated 6 August 2010 between, among others, the  
Chargor and The Royal Bank of Scotland plc (the **Security Trustee**) as  
agent and trustee for the Finance Parties (as defined below) (the **Deed**)

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### Amount secured

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

Amount secured

All present and future obligations and liabilities  
(whether actual or contingent and whether owed  
jointly or severally or in any other capacity  
whatsoever) of each Obligor (as defined below) to  
any Finance Party under each Finance Document (as  
defined below), except for any obligation which, if  
it were so included, would result in the Deed  
contravening Section 678 or 679 of the Companies  
Act 2006 (the **Secured Liabilities**)

The term Finance Document includes all amendments  
and supplements including supplements providing for  
further advances

**Continuation page**

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

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## 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	The Royal Bank of Scotland plc	
Address	135 Bishopsgate	
	London	
Postcode	E C 2 M 4 R B	
Name		
Address		
Postcode		

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

Please give the short particulars of the property mortgaged or charged		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	Please see continuation sheets	

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## 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

N11

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

### 9 Signature

Please sign the form here

Signature

Signature

X Allen & Overy LLP

11 08 2010

X

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

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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 Maeve Hanna/Stacey Lulham

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country

DX

Telephone 020 3088 0000



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

#### For companies registered in England and Wales:

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

#### For companies registered in Scotland:

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

#### For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

#### SHORT PARTICULARS OF ASSETS MORTGAGED OR CHARGED

##### 1.1 General

- (a) All the security created under the Deed by the Chargor
  - (i) is created in favour of the Security Trustee,
  - (ii) is created over present and future assets of the Chargor,
  - (iii) is security for the payment of all the relevant Secured Liabilities of the Chargor, and
  - (iv) is made with limited title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (b) If the rights of the Chargor under a document cannot be secured without the consent of a party to that document
  - (i) the Chargor must notify the Security Trustee promptly,
  - (ii) this Security will secure all amounts which the Chargor may receive, or has received, under that document but exclude the document itself, and
  - (iii) unless the Security Trustee otherwise requires, the Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under the Deed
- (c) The Security Trustee holds the benefit of the Deed on trust for the Finance Parties

##### 1.2 Land

- (a) The Chargor charges, except in the case of the Underlease
  - (i) to the extent that it holds a legal interest by way of a legal mortgage or, to the extent that it holds a beneficial interest, by way of a mortgage all estates or interests in any freehold or leasehold property now owned by it, this includes the real property (if any) specified in Schedule 2 (Security Assets) to the Deed under its name under the heading **Real Property**, and
  - (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(b) A reference in this Subclause to a mortgage or charge of any freehold or leasehold property includes</p> <ul style="list-style-type: none"> <li>(i) all buildings, fixtures, fittings and fixed plant and machinery on that property to the extent owned by the Chargor, and</li> <li>(ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants</li> </ul> <p><b>1.3 Investments</b></p> <p>(a) The Chargor charges</p> <ul style="list-style-type: none"> <li>(i) by way of a an equitable mortgage all shares in any member of the Group (other than itself) owned by it or held by any nominee on its behalf, and</li> <li>(ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of a fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf</li> </ul> <p>(b) The Security Trustee has the right to convert the equitable mortgage granted under the Deed into a legal mortgage at any time when it considers an Event of Default has occurred or is reasonably likely to occur</p> <p>(c) A reference in this Subclause to a mortgage or charge of any stock, share, debenture, bond or other security includes</p> <ul style="list-style-type: none"> <li>(i) any dividend or interest paid or payable in relation to it, and</li> <li>(ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise</li> </ul> <p><b>1.4 Plant and machinery</b></p> <p>The Chargor charges by way of a fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession</p> <p><b>1.5 Insurances</b></p> <p>The Chargor assigns by way of security, subject to a proviso for re-assignment on redemption, all of its rights in respect of any contract or policy of insurance (other than in respect of a third party insurance contract or policy) taken out by it or on its behalf or in which it has an interest</p>	

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## Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>1.6 Other contracts</b></p> <p>The Chargor assigns by way of security, subject to a proviso for re-assignment on redemption, all of its rights in respect of each Relevant Contract</p>	
	<p><b>1.7 Intellectual property</b></p> <p>The Chargor charges by way of a fixed charge, all of its rights in respect of</p> <p>(a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right, this includes the patents and trademarks (if any) specified in Schedule 1 (Security Assets) to this MG01,</p> <p>(b) any copyright or other intellectual property monopoly right, or</p> <p>(c) any interest (including by way of licence) in any of the above,</p> <p>in each case whether registered or not and including all applications for the same</p>	
	<p><b>1.8 Miscellaneous</b></p> <p>The Chargor charges by way of fixed charge</p> <p>(a) any beneficial interest, claim or entitlement it has in any pension fund,</p> <p>(b) its goodwill,</p> <p>(c) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset,</p> <p>(d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above, and</p> <p>(e) its uncalled capital</p>	
	<p><b>1.9 Exceptions to Fixed Security</b></p> <p>The fixed security from time to time constituted under the Deed does not extend to any asset situated outside England or Wales to the extent that and for so long as that fixed security would be unlawful under the laws of the jurisdiction in which the asset is situate</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><b>1.10 Floating charge</b></p> <p>(a) The Chargor charges by way of a floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause, except in the case of the Underlease</p> <p>(b) Except as provided below, the Security Trustee may by notice to the Chargor convert the floating charge created by the Chargor under this Subclause into a fixed charge as regards any of the Chargor's assets specified in that notice, if</p> <p>(i) an Event of Default is outstanding, or</p> <p>(ii) the Security Trustee considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy</p> <p>(c) The floating charge created may not be converted into a fixed charge solely by reason of</p> <p>(i) the obtaining of a moratorium, or</p> <p>(ii) anything done with a view to obtaining a moratorium,</p> <p>under section 1A of the Insolvency Act 1986</p> <p>(d) The floating charge created by this Subclause will automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the Note Hedging Security Trustee receives notice of an intention to appoint an administrator</p> <p>(e) The floating charge created is a <b>qualifying floating charge</b> for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986</p> <p><b>2. RESTRICTIONS ON DEALINGS</b></p> <p>The Chargor may not</p> <p>(a) create or permit to subsist any Security Interest on any Security Asset, or</p> <p>(b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,</p> <p>except as expressly allowed under the Credit Agreement</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

**SCHEDULE 1 – SECURITY ASSETS**

Trade mark number TM 2237582

Trade mark number TM 2379746

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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

#### DEFINITIONS

In this Form MG01

**Accession Letter** means a document substantially in the form set out in schedule 7 (*Form of Accession Letter*) to the Credit Agreement

**Additional Borrower** means a company which becomes a Borrower in accordance with the terms of the Credit Agreement

**Additional Guarantor** means a company which becomes a Guarantor in accordance with the terms of the Credit Agreement

**Ancillary Facility Document** means any agreement or letter between the Ancillary Lender and members of the Group (or a member of the Group) including the letter dated on or about the date of the Credit Agreement setting out the additional terms and conditions on which the Ancillary Lender has made certain ancillary working capital facilities available to the relevant member of the Group or members of the Group (as the case may be) as those documents may be supplemented, varied, replaced or increased from time to time

**Ancillary Lender** means National Westminster Bank plc

**Arranger** means The Royal Bank of Scotland plc

**Borrower** means

- (a) in respect of Facility A, Facility B, Facility C or Facility D, the Company, and
- (b) in respect of the Revolving Facility, the Original Revolving Credit Borrowers or an Additional Borrower (unless it has ceased to be a Borrower in accordance with the terms of the Credit Agreement), and
- (c) in respect of an Ancillary Facility Document, the companies listed in that document as a Borrower

**Company** means Connaught plc (registered number 03184319)

**Compliance Certificate** means a certificate substantially in the form set out in schedule 10 (*Form of Compliance Certificate*) to the Credit Agreement

**Conversion Date** means the third anniversary of the date of the Credit Agreement

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>Credit Agreement</b> means the acquisition and working capital facilities agreement dated 17 August 2007 (as amended and restated) between (among others) the Company, certain of its Subsidiaries and the Security Trustee</p> <p><b>Event of Default</b> means any event or circumstance specified as such in the terms of the Credit Agreement</p> <p><b>Facility A</b> means the term loan facility made available under the Credit Agreement, in an aggregate amount as set out therein</p> <p><b>Facility B</b> means the term loan facility made available under the Credit Agreement, in an aggregate amount as set out therein</p> <p><b>Facility C</b> means the term loan facility made available under the Credit Agreement, in an aggregate amount as set out therein</p> <p><b>Facility D</b> means the revolving credit facility made available under the Credit Agreement, in an aggregate amount as set out therein</p> <p><b>Facility Agent</b> means The Royal Bank of Scotland plc</p> <p><b>Fee Letter</b> means any letter or letters dated on or about the date of the Credit Agreement between the Arranger and the Company (or the Facility Agent and the Company or the Security Trustee and the Company) setting out any of the fees referred to in the terms of the Credit Agreement</p> <p><b>Finance Document</b> means the Credit Agreement, the Mandate Letter, the Intercreditor Agreement, any Accession Letter, any Ancillary Facility Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, any Resignation Letter, any Transaction Security Document, any Request and any other document designated as a "Finance Document" by the Facility Agent and the Company</p> <p><b>Finance Party</b> means the Facility Agent, the Arranger, the Security Trustee, a Lender, the Issuing Bank, a Hedge Counterparty or any Ancillary Lender</p> <p><b>Group</b> means the Company and each of its Subsidiaries for the time being</p> <p><b>Guarantor</b> means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with the terms of the Credit Agreement</p> <p><b>Hedge Counterparty</b> means a person providing hedging pursuant to a Hedging Agreement</p> <p><b>Hedging Agreement</b> means any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by, among others, a Borrower and a Hedge Counterparty for the purpose of hedging interest rate liabilities</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

or other risks in relation to the Term Facilities in accordance with the Hedging Letter delivered to the Facility Agent pursuant to the terms of the Credit Agreement

**Hedging Letter** means a letter between the Facility Agent and the Company in the agreed form dated on or before the date of the Credit Agreement (and executed by the Company) describing the hedging arrangements to be entered into in respect of the interest rate liabilities of the Borrowers of the Term Facilities under the Credit Agreement

**Intercreditor Agreement** means the intercreditor agreement dated 10 July 2009 between amongst others, the Note Hedging Security Trustee, the Company, the Facility Agent and the Security Trustee

**Issuing Bank** means The Royal Bank of Scotland plc

**Lender** means

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a party to the Credit Agreement in accordance with the Credit Agreement,

which in each case has not ceased to be a party to the Credit Agreement in accordance with the terms of the Credit Agreement

**Mandate Letter** means the letter dated 17 August 2007 between the Arranger and the Company

**Note Hedging Security Trustee** means Barclays Bank PLC as security trustee for the Hedging Counterparties in the Note Hedging (as defined in the Credit Agreement)

**Obligor** means a Borrower or a Guarantor

**Original Guarantor** means those listed in part 1 of schedule 1 (The Original Parties-The Original Obligors) to the Credit Agreement under the heading "Name of Original Guarantor"

**Original Lender** means those listed in part 2 of schedule 1 (The Original Lenders-The Original Obligors) to the Credit Agreement under the heading "Name of Original Revolving Credit Borrowers"

**Original Revolving Credit Borrowers** means those listed in part 1 of schedule 1 (The Original Parties-The Original Obligors) to the Credit Agreement under the heading "Name of Original Revolving Credit Borrowers"

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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

**Relevant Contract** means each the agreement (if any) specified in schedule 2 (*Security Assets*) to the Deed and any other agreement to which the Chargor is a party and which the Security Trustee has designated a Relevant Contract

**Request** means a request for a Utilisation (as defined in the Credit Agreement), substantially in the form set out in schedule 3 (Requests) to the Credit Agreement

**Resignation Letter** means a letter substantially in the form set out in schedule 8 Form of Resignation Letter) to the Credit Agreement

**Revolving Facility** means the revolving credit facility made available under the Credit Agreement, which converts to a term facility on the Conversion Date, in an aggregate amount as set out therein

**Security** means a mortgage, charge, Standard Security, pledge, lien, assignation, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect however '**this Security**' means any security created by the Deed

**Security Assets** means all assets of the Chargor the subject of any security created by the Deed

**Standard Security** means a standard security under the Conveyancing and Feudal Reform (Scotland) Act 1970

**Subsidiary** means a subsidiary within the meaning of section 1159 of the Companies Act 2006

**Term Facility** means Facility A, Facility B, Facility C or, from and including the Conversion Date, Facility D

**Transaction Security Documents** means each of the documents listed as being Transaction Security Document in paragraph 2(a) of Part 2 of Schedule 2 (*Condition precedent*) and any document required to be delivered to the Facility Agent under paragraph 13 of Part 5 of Schedule 2 (*Conditions Precedent*) of the Credit 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

**Underlease** means the underlease of Ground Floor East, Innova House, The London Office and Science Park, Kinetic Avenue, Enfield, EN3 7XO



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

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

**COMPANY NO. 3348360  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 6  
AUGUST 2010 AND CREATED BY EXOR MANAGEMENT  
SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM EACH OBLIGOR TO ANY FINANCE PARTY  
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 12 AUGUST  
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 AUGUST 2010

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*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES