

# MG01

## Particulars of a mortgage or charge



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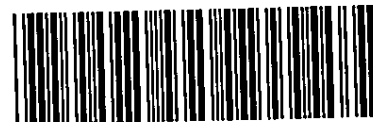
**iris**  
LASERFORM

**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 regis-  
ter particulars of a charge for a Scott  
company. To do this, please use  
form MG01s

FRIDAY



A34 19/11/2010 156  
COMPANIES HOUSE

For official use

### 1 Company details

Company number 03540088  
Company name in full ASA LOCUMS 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 d1 d2 m1 m1 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 ACCESSION DEED to a debenture dated 8 June 2010 (the "Deed")

### 4 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 alone or in any other  
capacity whatsoever) of each present or future  
member of the Group to the Security Agent and/or  
the other Secured Parties (or any of them) under or  
pursuant to any Finance Document (including all  
monies covenanted to be paid under the Deed)  
("Secured Obligations").

**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

**Continuation page**

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

Name	LLOYDS TSB BANK PLC (the "Security Agent")							
Address	10 Gresham Street							
	London							
Postcode	E	C	2	V		7	A	E
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 ACCESSION OF THE CHARGOR**

**1.1 Accession**

The Chargor:

(a) unconditionally and irrevocably undertook to and agreed with the Security Agent to observe and be bound by the Debenture; and

(b) created and granted at 12 November 2010 the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Charging Companies (save that references to "The Royal Bank of Scotland plc" in clauses 11.6(a)(iii) and 11.9(c) of the Debenture shall be construed as references to "Barclays Bank plc")

**1.2 Covenant to pay**

Without prejudice to the generality of clause 2.1(a) (Accession) of the Deed, the Chargor (jointly and severally with the other Charging Companies), covenanted in the terms set out in clause 2 of the Debenture (Covenant to pay)

continued on the continuation page

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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 N/A

### 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 DLA Piper UK LLP 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 Denise Phillips

Company name DLA Piper UK LLP

Address 3 Noble Street

Post town London

County/Region

Postcode E C 2 V 7 E E

Country

DX DX: 33866 Finsbury Square

Telephone 08700 111 111



### 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

6	<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 3 Charge and assignment</b></p> <p>Without prejudice to the generality of clause 2 1 (a) (Accession) of the Deed, the Chargor with full title guarantee, charged and assigned (and agreed to charge and assign) to the Security Agent for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 3 (Grant of Security), 4 (Fixed Security) and 5 (Floating charge) of the Debenture including (without limiting the generality of the foregoing)</p> <p>(a) by way of first legal mortgage all the freehold and leasehold Real Property (if any) vested in or charged to the Chargor (including, without limitation, the property specified in part 1 of the schedule hereto (Details of Security Assets) (if any));</p> <p>(b) by way of first fixed charge</p> <p>(1) all the Charged Securities (including, without limitation, those specified in part 2 of the schedule hereto (Details of Security Assets) (if any)); together with</p> <p>(11) all Related Rights from time to time accruing to them,</p> <p>(c) by way of first fixed charge each of its Cash Collateral and Collection Accounts and its other accounts with any bank or financial institution at any time (including, without limitation, those specified in part 3 of the schedule hereto (Details of Security Assets) and all monies at any time standing to the credit of such accounts;</p> <p>(d) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified in part 4 of the schedule hereto (Details of Security Assets) (if any)),</p> <p>(e) by way of absolute assignment the Relevant Contracts (including, without limitation, those specified in part 5 of the schedule hereto (Details of Security Assets) (if any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them; and</p> <p>(f) by way of absolute assignment the Insurances (including, without limitation, those specified in part 6 of the schedule hereto (Details of Security Assets) (if any)), all claims under the Insurances and all proceeds of the Insurances</p> <p><b>1 4 Representations</b></p> <p>The Chargor made the representations and warranties required pursuant to clause 10.5(a)(11) to the Debenture as well as those set out in clause 2 4 of the Deed</p> <p>(a) The Charged Securities listed in part 2 of the schedule hereto (Details of Security Assets) constitute the entire share capital owned by</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

the Chargor in the relevant company and constitute the entire share capital of each such company; and

(b) In relation to the Real Property, part 1 of the schedule hereto (Details of Security Assets) identifies all freehold and leasehold Real Property which is beneficially owned by the Chargor at 12 November 2010

#### 1 5 Consent

Pursuant to clause 23.3 (Accession deed) of the Debenture, the Parent (as agent for itself and the existing Charging Companies):

(a) consented to the accession of the Chargor to the Debenture on the terms of the Deed, and

(b) agreed that the Debenture shall, after 12 November 2010, be read and construed as if the Chargor had been named in the Debenture as a Charging Company

#### 2 CONSTRUCTION OF DEBENTURE

The Deed shall be read as one with the Debenture so that all references in the Debenture to "this Deed" and similar expressions shall include references to the Deed.

#### 1 GRANT OF SECURITY

##### 1 1 Nature of security

All Security and dispositions created or made by or pursuant to the Debenture and/or the Deed are created or made

(a) in favour of the Security Agent,

(b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and

(c) as continuing security for payment of the Secured Obligations

##### 1 2 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Debenture and/or the Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986)

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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>2 FIXED SECURITY</b></p> <p><b>2.1 Fixed charges</b></p> <p>The Chargor charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest</p> <p>(a) by way of first legal mortgage:</p> <p>(1) the Real Property (if any) specified in part 1 of the schedule hereto (Details of Security Assets), and</p> <p>(11) all other Real Property (if any) at 12 November 2010 vested in, or charged to, the Chargor (not charged by clause 4 1(a)(1) of the Debenture),</p> <p>(b) by way of first fixed charge</p> <p>(1) all other Real Property and all interests in Real Property (not charged by clause 4.1(a) of the Debenture),</p> <p>(11) all licences to enter upon or use land and the benefit of all other agreements relating to land, and</p> <p>(111) the proceeds of sale of all Real Property,</p> <p>(c) by way of first fixed charge all plant and machinery (not charged by clause 4 1(a) or 4.1(b) of the Debenture) and the benefit of all contracts, licences and warranties relating to the same,</p> <p>(d) by way of first fixed charge</p> <p>(1) all computers, vehicles, office equipment and other equipment (not charged by clause 4 1(c) of the Debenture); and</p> <p>(11) the benefit of all contracts, licences and warranties relating to the same,</p> <p>(e) by way of first fixed charge</p> <p>(1) the Charged Securities referred to in part 2 of the schedule hereto (Details of Security Assets), and</p> <p>(11) all other Charged Securities (not charged by clause 4 1(e)(1) of the Debenture),</p> <p>in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;</p>	

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## Particulars of a mortgage or charge

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Please give the short particulars of the property mortgaged or charged

Short particulars

(f) by way of first fixed charge:

(1) the Cash Collateral Accounts and all monies at any time standing to the credit of the Cash Collateral Accounts;

(11) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts, and

(111) all accounts of the Chargor with any bank, financial institution or other person at any time (not charged by clauses 4 1(f)(1) or 4 1(f)(11) of the Debenture) and all monies at any time standing to the credit of such accounts,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;

(g) by way of first fixed charge

(1) the Intellectual Property (if any) specified in part 4 of the schedule hereto (Details of Security Assets), and

(11) all other Intellectual Property (if any) (not charged by clause 4 1 (g)(1) of the Debenture),

(h) to the extent that any Assigned Asset is not effectively assigned under clause 4 2 (Security assignments) of the Debenture, by way of first fixed charge such Assigned Asset,

(i) by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture)

(1) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Chargor or the use of any of its assets, and

(11) any letter of credit issued in favour of the Chargor and all bills of exchange and other negotiable instruments held by it, and

(j) by way of first fixed charge all of the goodwill and uncalled capital of the Chargor

#### 2 2 Security assignments

The Chargor assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to

(a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them,



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## Particulars of a mortgage or charge

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Please give the short particulars of the property mortgaged or charged

Short particulars

(b) each of the following

each present and future Key-man Policy,

(1) all Insurances specified in part 6 of the schedule hereto (Details of Security Assets), and

(11) all other Insurances (not assigned by clauses 4.2(b)(1) or 4.2(b)(11) of the Debenture),

and all claims under the Insurances and all proceeds of the Insurances, and

(c) all other Receivables (not assigned under clauses 4.2(a) or 4.2(b) of the Debenture)

To the extent that any Assigned Asset is not assignable, the assignment which that clause purports to effect shall operate instead as an assignment of all present and future rights and claims of the Chargor to any proceeds of such Insurances, Receivables or Relevant Contracts.

#### 2.3 Assigned Assets

The Security Agent is not obliged to take any steps necessary to preserve any Assigned Asset, to enforce any term of a Relevant Contract against any person or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to the Debenture and/or the Deed

#### 3. FLOATING CHARGE

The Chargor charged and agreed to charge by way of first floating charge all of its present and future

(a) assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 4.1 (Fixed charges), clause 4.2 (Security assignments) or any other provision of the Debenture; and

(b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland

#### 4. CONVERSION OF FLOATING CHARGE

##### 4.1 Conversion by notice

The Security Agent may, by written notice to the Chargor, convert the floating charge created under the Debenture into a fixed charge as regards all or any of the assets of the Chargor specified in the notice if

(a) an Event of Default has occurred and is continuing; or

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## Particulars of a mortgage or charge

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Short particulars

(b) the Security Agent (acting reasonably) considers any Security 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

#### 4 2 Small companies

The floating charge created under the Debenture by the Chargor shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Chargor.

#### 4 3 Automatic conversion

The floating charge created under the Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge

(a) in relation to any Security Asset which is subject to a floating charge if

(1) the Chargor creates (or attempts or purports to create) any Security (other than a Permitted Security) on or over the relevant Security Asset without the prior written consent of the Security Agent, or

(11) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset, and

(b) over all Security Assets of the Chargor which are subject to a floating charge if an administrator is appointed in respect of the Chargor or the Security Agent receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986).

#### 4 4 Scottish property

Clause 6 3 (Automatic conversion) of the Debenture will not apply to any assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion

#### 4.5 Partial conversion

The giving of a notice by the Security Agent pursuant to clause 6 1 (Conversion by notice) of the Debenture in relation to any class of assets of the Chargor shall not be construed as a waiver or abandonment of the rights of the Security Agent to serve similar notices in respect of any other class of assets or of any other right of the Security Agent and/or the other Secured Parties

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p><b>5 CONTINUING SECURITY</b></p> <p><b>5 1 Continuing security</b></p> <p>The Debenture Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Debenture and the Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.</p> <p><b>5 2 Additional and separate security</b></p> <p>The Debenture and the Deed are in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Security Agent and/or any other Secured Party may at any time hold for any Secured Obligation</p> <p><b>5 3 Right to enforce</b></p> <p>The Debenture and/or the Deed may be enforced against the Chargor without the Security Agent and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them</p> <p><b>6 LIABILITY OF CHARGOR RELATING TO SECURITY ASSETS</b></p> <p>Notwithstanding anything contained in the Debenture and/or the Deed or implied to the contrary, the Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. The Security Agent is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation</p> <p><b>7 UNDERTAKINGS BY THE CHARGOR</b></p> <p><b>7.1 Negative pledge and disposals</b></p> <p>The Chargor shall not do or agree to do any of the following without the prior written consent of the Security Agent</p> <p>(a) create or permit to subsist any Security or Quasi-Security on any Security Asset other than as created by the Debenture and/or the Deed and except for a Permitted Security as permitted by the Senior Facilities Agreement, or</p> <p>(b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset (except for a Permitted Disposal, Permitted Equity Payment or a Permitted Transaction as permitted by the Senior Facilities Agreement).</p>	

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## Particulars of a mortgage or charge

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Short particulars	<p><b>7.2 Security Assets generally</b></p> <p>The Chargor shall:</p> <p>(a) not, except with the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed), enter into any onerous or restrictive obligation affecting any material part of any of the Security Assets taken as a whole (except as expressly permitted under the Senior Facilities Agreement),</p> <p>(b) not do, cause or permit to be done anything which would or would be reasonably likely to depreciate, jeopardise or otherwise prejudice the value or marketability of any Security Asset (or make any omission which has such an effect)</p> <p><b>7 3 Dealings with and realisation of Receivables and Collection Accounts</b></p> <p>The Chargor shall without prejudice to clause 11.1 (Negative pledge and disposals) of the Debenture (but in addition to the restrictions in that clause), not, without the prior written consent of the Security Agent, sell, assign, charge, factor or discount or in any other manner deal with any Receivable</p> <p><b>7 4 Operation of Collection Accounts</b></p> <p>(a) Whilst a Declared Default is continuing, the Chargor shall not withdraw, attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Collection Account without the prior written consent of the Security Agent and the Security Agent shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer</p> <p><b>7 5 Operation of Cash Collateral Accounts</b></p> <p>The Chargor shall not withdraw or attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Cash Collateral Account unless expressly permitted to do so under the Senior Facilities Agreement or the Intercreditor Agreement or with the prior written consent of the Security Agent and the Security Agent shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer</p>	

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Short particulars

#### 8. SET-OFF

##### 8.1 Set-off rights

(a) The Security Agent and each other Secured Party may (but shall not be obliged to) set off any obligation which is due and payable by the Chargor and unpaid (whether under the Finance Documents or which has been assigned to the Security Agent or such other Secured Party by any other Charging Company) against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation.

(b) At any time after the Debenture Security has become enforceable (and in addition to its rights under clause 18.1(a) of the Debenture), the Security Agent and each other Secured Party may (but shall not be obliged to) set-off any contingent liability owed by the Chargor under any Finance Document against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation.

(c) If the obligations are in different currencies, the Security Agent or such other Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

(d) If either obligation is unliquidated or unascertained, the Security Agent or such other Secured Party may set off in an amount estimated by it in good faith to be the amount of that obligation

##### 8.2 Time deposits

Without prejudice to clause 18.1 (Set-off) of the Debenture, if any time deposit matures on any account which the Chargor has with the Security Agent or any other Secured Party at a time within the Security Period when:

- (a) the Debenture Security has become enforceable, and
- (b) no Secured Obligation is due and payable,

such time deposit shall automatically be renewed for such further maturity as the Security Agent or such other Secured Party in its absolute discretion considers appropriate unless the Security Agent or such other Secured Party otherwise agrees in writing

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Short particulars	<p><b>9 FURTHER ASSURANCES</b></p> <p><b>9 1 Further action</b></p> <p>The Chargor shall (and the Parent shall procure that the Chargor shall) at its own expense, promptly do all acts and execute all documents as the Security Agent or a Receiver may reasonably specify (and in such form as the Security Agent or a Receiver may reasonably require) for:</p> <p>(a) creating, perfecting or protecting the Security intended to be created by the Debenture and/or the Deed or any other Transaction Security Document,</p> <p>(b) facilitating the realisation of any Security Asset;</p> <p>(c) facilitating the exercise of any rights, powers and remedies exercisable by the Security Agent, any other Secured Party or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law, or</p> <p>(d) creating and perfecting Security in favour of the Security Agent or the Secured Parties over any property and assets of the Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to the Debenture and/or the Deed or any other Transaction Security Document</p> <p>This includes</p> <p>(i) the re-execution of the Debenture and/or the Deed or such Transaction Security Document,</p> <p>(ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Security Agent or to its nominee; and</p> <p>(iii) the giving of any notice, order or direction and the making of any filing or registration,</p> <p>which, in any such case, the Security Agent may think expedient</p> <p><b>9.2 Finance Documents</b></p> <p>The Chargor shall (and the Parent shall procure that each member of the Group shall) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Finance Documents.</p>	

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<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
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Short particulars	<p><b>9 3    Specific security</b></p> <p>Without prejudice to the generality of clause 20 1 (Further action) of the Debenture, the Chargor will immediately upon request by the Security Agent execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under the Debenture and/or the Deed (including any fixed security arising or intended to arise pursuant to clause 6 (Conversion of floating charge) of the Debenture)</p> <p><b>10.    POWER OF ATTORNEY</b></p> <p>The Chargor, by way of security, irrevocably and severally appointed the Security Agent, each Receiver and any Delegate to be its attorney to take any action which the Chargor is obliged to take under the Debenture and/or the Deed, including under clause 20 (Further assurances) of the Debenture. The Chargor ratified and confirmed whatever any attorney does or purports to do pursuant to its appointment under clause 21 (Power of Attorney) of the Debenture.</p>	

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## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p><b>NOTE</b></p> <p><b>In this form:</b></p> <p><b>"Accession Deed"</b> means an accession deed substantially in the form set out in schedule 6 (Form of Accession Deed) to the Debenture,</p> <p><b>"Assigned Assets"</b> means the Security Assets expressed to be assigned pursuant to clause 4.2 (Security assignments) of the Debenture,</p> <p><b>"Authorisation"</b> means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,</p> <p><b>"Cash Collateral Accounts"</b> means each Mandatory Prepayment Account (as defined in the Senior Facilities Agreement) and including but not limited to the accounts (if any) specified as such in part 3 of the schedule hereto (Details of Security Assets),</p> <p><b>"Charged Investments"</b> means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;</p> <p><b>"Charged Securities"</b> means</p> <p>(a) the securities specified in part 2 of the schedule hereto (Details of Security Assets), and</p> <p>(b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at 12 November 2010) as at 12 November 2010 or in future owned (legally or beneficially) by the Chargor or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which the Chargor has an interest at any time,</p> <p><b>"Charging Companies"</b> means (a) the original charging companies party to the Debenture as at 8 June 2010, and (b) any other company which accedes to the Debenture pursuant to an Accession Deed (including the Chargor),</p> <p><b>"Collection Account"</b> has the meaning given to that term in clause 11.6(a) (iii) of the Debenture;</p> <p><b>"Declared Default"</b> means an Event of Default in respect of which any notice has been issued or rights exercised by Lloyds TSB Bank plc (as the Agent) under the Senior Facilities Agreement under clause 25.19 (Rights on a default) of the Senior Facilities Agreement,</p> <p><b>"Debenture"</b> means a debenture dated 8 June 2010 and made between (1) the Charging Companies named in it and (2) the Security Agent;</p> <p><b>"Debenture Security"</b> means the Security created or evidenced by or pursuant to the Debenture or the Deed;</p> <p><b>"Delegate"</b> means any delegate, sub-delegate, agent, attorney or co-trustee</p>	



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## Particulars of a mortgage or charge

4

### Amount secured

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

Amount secured

appointed by the Security Agent or by a Receiver,

**"Event of Default"** means each Event of Default as defined in the Senior Facilities Agreement,

**"Finance Document"** means the Senior Facilities Agreement, the Pulse Hedging Letter, the Pulse Amendment Agreement, any Accession Letter, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, the Turnover Letter, the Pulse Turnover Letter, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request, the Barclays Indemnity and Counter Indemnity (each as defined in the Senior Facilities Agreement) and any other document designated as a "Finance Document" by Lloyds TSB Bank plc (as the the Agent) and the Parent;

**"Finance Party"** means Lloyds TSB Bank plc, HSBC Bank plc, Haymarket Financial Luxembourg 3 s a r l and Bank of America N A London Branch (as Original Lenders), Lloyds TSB Bank plc, HSBC Bank plc, Haymarket Financial Luxembourg 3 s a r.l and Merrill Lynch International (as Arrangers), Lloyds TSB Bank plc (as Agent), the Security Agent, a Hedge Counterparty and any Ancillary Lender (each as defined in the Senior Facilities Agreement),

**"Group"** means the Parent and each of its respective Subsidiaries (as defined in the Senior Facilities Agreement) for the time being (and including, upon completion of the Pulse Acquisition, the Pulse Target and each of its Subsidiaries) (each as defined in the Senior Facilities Agreement),

**"Insurances"** means all policies of insurance (and all cover notes) which are at any time held by or written in favour of the Chargor, or in which the Chargor from time to time has an interest (including, without limitation

(a) all present and future Key-man Policies, and

(b) the policies of insurance (if any) specified in part 6 of the schedule hereto (Details of Security Assets)) excluding, in each case, contracts and policies of insurance or assurance which relate to liabilities to third parties,

**"Intellectual Property"** means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Chargor in, or relating to:

(a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may as at 12 November 2010 or in the future subsist), whether registered or unregistered, and

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## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(b) the benefit of all applications and rights to use such assets of the Chargor (which may as at 12 November 2010 or in the future subsist),</p> <p>(including, without limitation, the intellectual property rights (if any) specified in part 4 of the schedule hereto (Details of Security Assets)),</p> <p><b>"Intercreditor Agreement"</b> means the intercreditor agreement dated 8 June 2010 and made between the Parent, the other Obligors, the Security Agent, the Agent, the Arrangers, the Lenders, the Hedge Counterparty and Holdco (each as defined in the Senior Facilities Agreement);</p> <p><b>"Key-man Policy"</b> means 'Key-man Policy' as defined in the Senior Facilities Agreement,</p> <p><b>"Obligor"</b> means a Borrower or Guarantor (as defined in the Senior Facilities Agreement) (including the Chargor),</p> <p><b>"Parent"</b> means ICS Holdco 1 Limited with CRN: 07268365,</p> <p><b>"Permitted Disposal"</b> has the meaning assigned to that term in the Senior Facilities Agreement;</p> <p><b>"Permitted Equity Payment"</b> has the meaning assigned to that term in the Senior Facilities Agreement,</p> <p><b>"Permitted Security"</b> has the meaning assigned to that term in the Senior Facilities Agreement,</p> <p><b>"Permitted Transaction"</b> has the meaning assigned to that term in the Senior Facilities Agreement,</p> <p><b>"Quasi-Security"</b> has the meaning given to that term in clause 24.14 (Negative pledge) of the Senior Facilities Agreement,</p> <p><b>"Real Property"</b> means all estates and interests in freehold, leasehold and other immovable property (wherever situated) as at 12 November 2010 or in future belonging to the Chargor, or in which the Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of the schedule hereto (Details of Security Assets)), together with</p> <p>(a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;</p> <p>(b) all easements, rights and agreements in respect thereof, and</p> <p>(c) the benefit of all covenants given in respect thereof,</p> <p><b>"Receivables"</b> means all present and future book debts and other debts, rentals, royalties, fees, value added tax and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with</p>	

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## Particulars of a mortgage or charge

4

### Amount secured

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

Amount secured

(a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and

(b) all proceeds of any of the foregoing,

**"Receiver"** means a receiver, receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by the Security Agent under the Debenture and/or the Deed,

**"Related Rights"** means, in relation to any Charged Security.

(a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition, and

(b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

**"Relevant Contract"** means

(a) the Permitted Acquisition Target Documents, the ICE Acquisition Documents (both as defined in the Senior Facilities Agreement) and the Pulse Offer Document, Pulse Warranty Deed, Pulse Management SPA, Pulse Acquisition Disclosure Letter and any other document designated as a "Pulse Acquisition Document" (each as defined in the Senior Facilities Agreement) by Lloyds TSB Bank plc (as Agent) and the Parent (as defined in the Senior Facilities Agreement);

(b) each Hedging Agreement (as defined in the Senior Facilities Agreement), and

(c) each Material Contract (as defined in the Senior Facilities Agreement) (if any) including but not limited to those (if any) specified in part 5 of the schedule hereto (Details of Security Assets) or specified in any Accession Deed as a "Material Contract",

together with each other agreement supplementing or amending or novating or replacing the same,

**"Secured Parties"** means each Finance Party and any Receiver or Delegate,

**"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,

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## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"<b>Security Assets</b>" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed and/or the Debenture,</p> <p>"<b>Security Period</b>" means the period beginning on 12 November 2010 and ending on the date on which:</p> <p>(a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and</p> <p>(b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents;</p> <p>"<b>Senior Facilities Agreement</b>" means the senior sterling term and revolving facilities agreement entered into between (1) ICS Holdco 1 Limited as the Parent, (2) ICS Acquisitionco Limited as the Original Borrower, (3) the companies listed in Part 1 of Schedule 1 thereto as Original Guarantors, (4) Lloyds TSB Bank plc, Haymarket Financial Luxembourg 3 s a r l , HSBC Bank plc and Merrill Lynch International as the Arrangers, (5) the financial institutions listed in Part 2 of Schedule 1 thereto as the Original Lenders, (6) Lloyds TSB Bank plc as the Agent and (7) the Security Agent, originally dated 8 June 2010 and as amended and restated pursuant to an amendment and restatement agreement dated 12 November 2010 pursuant to which the Original Lenders agreed to make certain facilities available to the Borrower (as defined in the Senior Facilities Agreement),</p> <p>"<b>Transaction Security Documents</b>" means each of the documents specified in</p> <p>(a) paragraph 3(g) of part 1 of schedule 2 (Conditions precedent) of the Senior Facilities Agreement (including the Debenture and the Deed); and</p> <p>(b) paragraph 13 of part 2 of schedule 2 (Conditions precedent) of the Senior Facilities Agreement (including the Debenture and the Deed),</p> <p>together with any other document entered into by any Obligor (as defined in the Senior Facilities Agreement) (including the Chargor) creating or expressed to create any Security in favour of any Finance Party in relation to the obligations of any Obligor under any Finance Document</p> <p style="text-align: center;"><b>SCHEDULE</b></p> <p style="text-align: center;"><b>Details of Security Assets</b></p> <p style="text-align: center;"><b>Part 1 - Real Property</b></p> <p style="text-align: center;">None as at 12 November 2010</p> <p style="text-align: center;"><b>Part 2 - Charged Securities</b></p> <p style="text-align: center;">None as at 12 November 2010</p>	

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Particulars of a mortgage or charge

4

### Amount secured

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

Amount secured

**Part 3 - Charged Accounts**

None as at 12 November 2010

**Part 4 - Intellectual Property**

None as at 12 November 2010

**Part 5 - Material Contracts**

None as at 12 November 2010

**Part 6 - Insurances**

None as at 12 November 2010



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

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

**COMPANY NO. 3540088  
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ACCESSION DEED DATED 12  
NOVEMBER 2010 AND CREATED BY ASA LOCUMS LIMITED  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE EACH  
PRESENT OR FUTURE MEMBER OF THE GROUP TO LLOYDS  
TSB BANK PLC (THE "SECURITY AGENT") AND/OR THE OTHER  
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 19 NOVEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 NOVEMBER  
2010

DP



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES