

MG01

Particulars of a mortgage or charge

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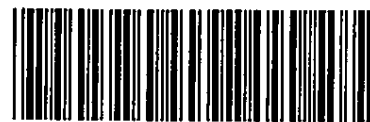
A fee is payable with this form

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 for
particulars of a charge for
company. To do this, please use
form MG01s

THURSDAY



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LBHNR5T

27/01/2011

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COMPANIES HOUSE

1 Company details

Company number 03618259

Company name in full Revenue Assurance Consulting Limited (the "Company")

3 For official use

→ **Filing 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 21/01/2011

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 debenture dated 21 January 2011 (the "Debenture") granted by the
Company in favour of HSBC Corporate Trustee Company (UK) Limited (the
"Security Trustee")

4 Amount secured

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

Amount secured All obligations which the Company may at any time have to the Security Trustee
(whether for its own account or as trustee for the Secured Parties) or any of the other
Secured Parties under or pursuant to the Finance Documents (including the
Debenture and any Mortgage) on the date(s) on which such obligations are
expressed to become due and payable and in the manner provided for in the relevant
Finance Document including any liability in respect of any further advances made
under the Finance Documents, whether present or future, actual or contingent (and
whether incurred solely or jointly and whether as principal or as surety or in some
other capacity) and the Company shall pay to the Security Trustee when due and
payable and in the manner provided for in the relevant Finance Document every sum
at any time owing, due or incurred by the Company to the Security Trustee (whether
for its own account or as trustee for the Secured Parties) or any of the other Secured
Parties in respect of any such liabilities provided that neither such covenant nor the
security constituted by the Debenture or any Mortgage shall extend to or include any
liability or sum which would but for this proviso, cause such covenant or security to
be unlawful or prohibited by any applicable law (the "Secured Obligations")
Please see the continuation pages of section 6 for definitions

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, Level 24, London

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

Please see continuation page for particulars of FIXED CHARGES, ASSIGNMENT and FLOATING CHARGES and for a list of definitions

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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

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  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 **Oliver Taylor**

Company name
**Clifford Chance LLP
via CH London Counter**

Address

Post town

County/Region

Postcode **E 1 4 5 J J**

Country

DX **149120** **Canary Wharf 3**

Telephone **020 7006 1000**



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

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1 Fixed Charges</p> <p>1 1 The Company has charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Company at the date of the Debenture shall be a charge by way of legal mortgage) the Real Property</p> <p>1 2 The Company has charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Company's right, title and interest from time to time in and to</p> <ul style="list-style-type: none"> (a) the Tangible Moveable Property, (b) the Accounts, (c) the Intellectual Property, (d) any goodwill and rights in relation to the uncalled capital of the Company, (e) the Investments, (f) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion, compensation or otherwise), and (g) all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture <p>2 Assignments</p> <p>The Company has assigned and agrees to assign absolutely with full title guarantee to the Security Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party)</p> <ul style="list-style-type: none"> 1 1 1 the proceeds of any Insurance Policy and all Related Rights, 1 1 2 all rights and claims in relation to any Assigned Account, and 1 1 3 the Specific Contracts 	

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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

3 Floating Charge

3 1 The Company with full title guarantee has charged in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of the Company

3 2 The floating charge described by 3 1 above is deferred in point of priority to all fixed Security validly and effectively created by the Company under the Finance Documents in favour of the Security Trustee as trustee for the Secured Parties as security for the Secured Obligations

3 3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to the Debenture

4 Further Assurance

The Debenture contains covenants for further assurance

5 Negative Pledge

The Debenture contains a negative pledge

Definitions

"Account" means any account opened or maintained by the Company with the Security Trustee or any other person (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights

"Assigned Account" means any Holding Account (as defined in the Senior Facilities Agreement) or Mandatory Prepayment Account (as defined in the Senior Facilities Agreement) opened and maintained by the Company and any other Account that may from time to time be identified in writing by the Security Trustee and the Company as an Assigned Account

"Charged Property" means all the assets and undertaking of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to the Debenture and any Mortgage

"Finance Document" has the meaning given to such term in the Senior Facilities Agreement

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Group" has the meaning given to such term in the Senior Facilities Agreement

"Hedging Agreement" has the meaning given to such term in the Senior Facilities Agreement

"Insurance Policy" means any policy of insurance (including life insurance or assurance) in which the Company may from time to time have an interest

"Intellectual Property" means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights

"Investments" means

- (a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares),
- (b) all interests in collective investment schemes, and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly by or to the order of the Company or by any Security Trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such Security Trustee, nominee, fiduciary or clearance system)

"Monetary Claims" means any book and other debts and monetary claims owing to the Company and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company)

"Mortgage" means a mortgage or legal charge in respect of all or any part of the Real Property granted in accordance with the Debenture substantially in the form set out in the Debenture.

"Parent" means Cilantro Parent Limited (registered number 07383197)

"Real Property" means

- (a) any freehold, leasehold or immovable property, and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time

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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>situated on or forming part of such freehold or leasehold property,</p> <p>and includes all Related Rights</p> <p>"Receiver" means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment</p> <p>"Related Rights" means, in relation to any asset</p> <ul style="list-style-type: none"> (a) the proceeds of sale of any part of that asset, (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset, (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and (d) any monies and proceeds paid or payable in respect of that asset <p>"Secured Parties" means the Security Trustee, any Receiver or Delegate (as defined in the Senior Facilities Agreement), the Agent (as defined in the Senior Facilities Agreement), each Ancillary Lender (as defined in the Senior Facilities Agreement), each Issuing Bank (as defined in the Senior Facilities Agreement), each Hedge Counterparty (as defined in the Senior Facilities Agreement) and each Lender (as defined in the Senior Facilities Agreement) from time to time party to the Senior Facilities Agreement</p> <p>"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>"Senior Facilities Agreement" means the senior facilities agreement dated 27 September 2010 as amended or amended and restated from time to time made between, amongst others the Parent and the Security Trustee, as amended, varied, novated or supplemented from time to time</p> <p>"Shares" means all of the shares of Group companies held by, to the order or on behalf of the Company at any time</p> <p>"Specific Contracts" means the Hedging Agreements to which the Company is party</p> <p>"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights.</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3618259
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 21 JANUARY
2011 AND CREATED BY REVENUE ASSURANCE CONSULTING
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO HSBC CORPORATE TRUSTEE
COMPANY (UK) LIMITED OR ANY OF THE OTHER SECURED
PARTIES 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
27 JANUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 JANUARY
2011

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES