

MG01

Particulars of a mortgage or charge

224252/26



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

SATURDAY



A26

\*ALDPTZD2\*

19/11/2011

349

COMPANIES HOUSE

1

**Company details**

Company number

0 3 6 5 9 0 6 7

Company name in full

Crazy George's Limited (the "Charging Company")

4 For official use

**Filling in this form**

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

2

**Date of creation of charge**

Date of creation

01 01 2011

3

**Description**

Description

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

Maltese law pledge of shares agreement dated 10 November 2011 between the Charging  
Company (1), Caversham Finance Limited (2), Lloyds TSB Bank plc as security trustee for the  
Secured Parties (as defined in the Continuation Page to Section 6 of this Form MG01) (the  
"Security Agent") (3) and Caversham Holdings (Malta) Limited (the "Company") (4) (the  
"Pledge")

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**Amount secured**

Amount secured

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

The Secured Obligations (as defined in the Continuation Page to  
Section 6 of this Form MG01)

**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 Lloyd's TSB Bank plc as Security Agent for the Finance Parties  
Address Wholesale Loans Agency, 1st Floor, 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

In this Section 6 references to Clauses and Schedules are to Clauses of, and Schedules to, the Pledge unless otherwise specified. Definitions used in this Form MG01 are set out in the Continuation Page to this Section 6

This Section 6 refers to covenants by and restrictions on, the Charging Company which protect and further define the charge created by the Pledge and which must be read as part of that charge

#### Particulars of property mortgaged or charged

The Charging Company pledged to the Security Agent the Pledged Shares as security for the due and punctual payment of the Secured Obligations

#### Covenants and Restrictions contained in the Shares Charge

1 By Clause 2.5 (*Pledge*) the Security Agent agreed that in the event of a Declared Default

(a) it will not exercise its voting rights in respect of any of the Pledged Shares for the purpose of frustrating the performance by the Company of its obligations under any of the Transaction Documents and the Transaction Security Documents, and

(b) if it disposes of the Pledged Shares, it will procure that the transferee enters into a binding undertaking in favour of the Charging Company in the terms of paragraph (a) above. Any such undertaking will contain an obligation to obtain an undertaking in equivalent terms from any subsequent transferee of the Pledged Shares

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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>2 By Clause 4 1(b) (<i>Covenants</i>) the Charging Company covenanted and agreed that in respect of the Pledged Shares it shall pledge any additional shares in the Company acquired by it to the Security Agent on first written demand by the Security Agent, provided that the Security Agent agreed that the provisions of the Pledge shall apply to any further shares that the Charging Company shall acquire by any title whatsoever in the Company and, in the eventuality of further shares in the Company being issued to any other persons, the Charging Company shall procure that such other person/s shall give their prior agreement to the said shares being pledged as soon as reasonably practicable in accordance with the Pledge and shall also procure the delivery to the Security Agent of the relative share certificates</p> <p>3 By Clause 6 2(a) (<i>Voting Power, Dividends etc</i>), upon the occurrence of a Declared Default the Security Agent shall be immediately vested with all rights pertaining to the Charging Company under the Pledged Shares, and in particular, without prejudice to the generality to the foregoing</p> <p>a) all dividends due on the Pledged Shares shall be paid to and shall be received by the Security Agent which shall apply the same towards reducing the Secured Obligations,</p> <p>b) all voting and other rights and powers attaching to the Pledged Shares shall vest in the Security Agent, and the Security Agent shall exercise such powers for the purposes of, and in accordance with the terms of, this Pledge,</p> <p>c) all capital distributions paid on the Pledged Shares upon any reduction of this capital or redemption of any Pledged Shares shall be received by the Security Agent which shall apply the same towards reducing the Secured Obligations, and</p> <p>d) all notices of meetings required by Maltese law and/or the Company's memorandum and articles of association shall be sent to the Security Agent which shall have the right to attend and vote at same itself</p> <p>4 By Clause 16 4 (<i>Notification to, and acknowledgement of Pledge by, the Company</i>) the Company undertook for the benefit of the Security Agent not to pay out any monies relating to the Pledged Shares other than in accordance with the Pledge or any other Finance Document</p> <p style="text-align: center;"><b>Definitions</b></p> <p><b>"Declared Default"</b> has the meaning given to that term in the Facilities Agreement</p> <p><b>"Delegate"</b> has the meaning given to that term in the Facilities Agreement</p> <p><b>"Facilities Agreement"</b> means the facilities agreement dated 8 November 2011 between, BrightHouse Limited (as the Parent), the Companies listed as Original Borrowers, the Companies listed as Original Guarantors, Lloyds TSB Bank plc, GE Corporate Finance Bank SAS and Ares Capital Europe Limited (as Arrangers), Lloyds TSB Bank plc, GE Corporate Finance Bank SAS, Ares Capital Europe (Luxembourg) S a r l , and Ares CSF III Luxembourg S a r l (as Original Lenders) and Lloyds TSB Bank plc (as Agent, Security Agent and in certain other capacities)</p> <p><b>"Finance Document"</b> has the meaning given to that term in the Facilities Agreement</p> <p><b>"Finance Party"</b> has the meaning given to that term in the Facilities 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	<p><b>"Pledged Shares"</b> means the 3,149,999 (three million one hundred and forty nine thousand nine hundred and ninety nine) ordinary shares of £1 each fully paid up of the Company held by the Charging Company</p> <p><b>"Receiver"</b> has the meaning given to that term in the Facilities Agreement</p> <p><b>"Secured Obligations"</b> means all present and future moneys, obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Obligors (as defined in the Facilities Agreement) (including the Charging Company) owing or incurred by the Obligors to all or any of the Finance Parties and each Hedge Counterparty (each as defined in the Facilities Agreement and together the "Beneficiaries") under each or any of the Finance Documents (as defined in the Facilities Agreement), in each case together with</p> <ul style="list-style-type: none"> <li>(i) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document, and</li> <li>(ii) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents</li> </ul> <p><b>"Secured Parties"</b> means each Finance Party, any Receiver or Delegate</p> <p><b>"Transaction Documents"</b> has the meaning given to that term in the Facilities Agreement</p> <p><b>"Transaction Security Documents"</b> has the meaning given to that term in the Facilities Agreement</p>	

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## Particulars of a mortgage or charge

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### 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

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### Delivery of instrument

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

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

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### Signature

Please sign the form here

Signature

Signature

X *Hazen Carrolls International 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 F3PRM/2517363

Company name Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country United Kingdom

DX 57 London Chancery Lane

Telephone +44 (20) 7296 2000



### Certificate

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



### Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

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



### Important information

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



### How to pay

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

Make cheques or postal orders payable to 'Companies House'



### Where to send

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

**For companies registered in England and Wales.**

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

**For companies registered in Scotland**

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

**For companies registered in Northern Ireland:**

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



### Further information

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

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



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

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

**COMPANY NO. 3659067  
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A MALTESE LAW PLEDGE OF  
SHARES AGREEMENT DATED 10 NOVEMBER 2011 AND  
CREATED BY CRAZY GEORGE'S LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE OBLIGORS TO  
ALL OR ANY OF THE FINANCE PARTIES AND EACH HEDGE  
COUNTERPARTY 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 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 NOVEMBER  
2011

*Dx*

