

MR01

Particulars of a charge

0 20237/26 IRIS Laserform

A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

✓ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

✗ **What this form is NOT for**
You may not use this form to
register a charge
instrument Use

For further information, please
refer to our guidance at
gov.uk

This form **must be delivered to the Registrar for registration**
21 days beginning with the day after the date of creation of
delivered outside of the 21 days it will be rejected unless it
court order extending the time for delivery



You **must** enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record



L28QY2WQ

LD2

20/05/2013

#96

COMPANIES HOUSE

1 Company details

Company number 0 3 6 5 9 0 6 7

Company name in full Crazy George's Limited

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 Charge creation date

Charge creation date d0 d9 m0 m5 y2 y0 y1 y3

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Lloyds TSB Bank plc

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

Not applicable

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X Latham E. Watkins

X

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

MR01**Particulars of a charge****Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **Trinh Hoang / James Smye**

Company name
Latham & Watkins

Address **99 Bishopsgate**

Post town

County/Region **London**

Postcode **E C 2 M 3 X F**

Country **England**

DX **C/M 030385 0143**

Telephone **020 7710 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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

**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 filed on paper.

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3659067

Charge code: 0365 9067 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th May 2013 and created by CRAZY GEORGE'S LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th May 2013.

P

Given at Companies House, Cardiff on 22nd May 2013



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

We certify that, save for material redacted pursuant to section 859G of the Companies Act 2006, the enclosed copy of the security document delivered as part of this application for registration under section 859A of the Companies Act 2006 is a correct copy of the original security document.

Signature: Latham & Watkins Date: 16 May 2013

DATED 9 May, 2013

CAVERSHAM FINANCE LIMITED
as Pledgor I

CRAZY GEORGE'S LIMITED
as Pledgor II

LLOYDS TSB BANK PLC
as Security Agent and Pledgee

and

CAVERSHAM HOLDINGS (MALTA) LIMITED
as the Company

PLEDGE OF SHARES AGREEMENT



FENECH & FENECH
ADVOCATES

THIS PLEDGE OF SHARES AGREEMENT (the "Pledge" or the "Agreement") is being entered into on this 9th day of May, 2013

BETWEEN:

- (1) **CAVERSHAM FINANCE LIMITED** of 5, Hercules Way, Leavesdan Park, Watford, Hertfordshire WD25 7GS, United Kingdom, a limited liability company incorporated in England with UK company registration number 785922 (the "Pledgor I");
 - (2) **CRAZY GEORGE'S LIMITED** of 5, Hercules Way, Leavesdan Park, Watford, Hertfordshire WD25 7GS, United Kingdom, a limited liability company incorporated in England with UK company registration number 3659067 (the "Pledgor II");
 - (2) **LLOYDS TSB Bank plc**, of 10 Gresham Street, London EC2V 7AE, England, acting in its capacity as Security Agent (as defined in the Facility Agreement as this term is further defined below) (the "Pledgee");
- and
- (3) **CAVERSHAM HOLDINGS (MALTA) LTD.** of Development House, St. Anne Street, Floriana FRN 9010, Malta, a limited liability company incorporated in Malta with registration number C 37024 (the "Company")

Each of the Pledgor I and the Pledgor II are herein sometime referred together as the "Pledgors" and each of them a "Pledgor".

WHEREAS

- (A) The Company has an issued share capital of £3,150,000 (Three Million One Hundred and Fifty Thousand Sterling) divided into 3,150,000 ordinary shares of £1 (One pound) each subscribed for as follows:
 - (i) The Pledgor I: 3,149,999 (Three Million One Hundred and Forty Nine Thousand Nine Hundred and Ninety Nine) ordinary shares of £1 each fully paid up; and
 - (ii) The Pledgor II: 1 (one) ordinary share of One Pound (£1) fully paid up.The said shares, together with all the rights arising therefrom or in connection therewith, whether involving the receipt of money or otherwise, are hereinafter referred to as the "Pledged Shares";
- (B) Brighthouse Group plc. (the "Parent") has issued senior secured notes having an aggregate principal amount of £220,000,000 ("the Notes") which have been guaranteed by a number of its subsidiaries, including Pledgor I and the Company;
- (C) Pledgor I and the Company have entered into an indenture among, *inter alios*, the Parent, the Guarantors party thereto and Citibank N.A., London Branch as trustee in connection with the Notes ("the Indenture");

- (D) Pursuant to a super senior revolving facility agreement dated on or about the date hereof (the "Facility Agreement") entered into amongst others between the Brighthouse Group plc as Parent, Original Borrower and Original Guarantor, Lloyds TSB Bank plc and GE Corporate Finance Bank SAS as Mandated Lead Arrangers in their capacity as Arrangers, Lloyds TSB Bank plc as Agent and Security Agent, Pledgor I as Original Guarantor and the Company as Original Guarantor (as each term is defined in the Facility Agreement), the Lenders under the Facility Agreement have agreed to make available to the Borrower (as defined in the Facility Agreement), a revolving credit facility as described further in the Facility Agreement,
- (E) On or about the date hereof, Pledgor I, the Company, the Parent and the Senior Secured Notes Issuer, Lloyds TSB Bank plc as RCF Agent, Citibank N.A., London Branch, as Senior Secured Notes Trustee, Lloyds TSB Bank plc as Security Agent and certain entities as RCF Finance Parties, Hedge Counterparties, Intra-Group Lenders, Intra-Group Borrowers and Shareholder Creditors among others entered into an Intercreditor Agreement (the "Intercreditor Agreement")
- (F) In this Agreement "Secured Obligations" means all present and future monies, debts, liabilities and obligations due at any time of any member of the Group to any Creditor (both actual and contingent and whether incurred solely or jointly with any other person or in any other capacity), including without limitation any amounts (such as post-insolvency interest) that would be included in any thereof but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings, under:
- (a) the RCF Finance Documents,
 - (b) the Hedging Agreements;
 - (c) the Senior Secured Notes Documents;
 - (d) the Pari Passu Debt Documents;
 - (e) the Credit Facility Documents other than the RCF Finance Documents; and
 - (f) any Additional Liabilities in respect of any Secured Debt Documents

Furthermore, in this Agreement, the RCF Finance Documents, the Credit Facility Documents, the Hedging Agreements, the Senior Secured Notes Documents and the Pari Passu Debt Documents (as each such term is defined in the Intercreditor Agreement) shall be referred to as the "Secured Debt Documents"

- (D) The Pledgors have agreed to pledge the Pledged Shares to the Pledgee as security for the Secured Obligations and to procure the delivery of the share certificates and other documents (evidencing title) in respect of the Pledged Shares to the Pledgee in accordance with the terms of this Agreement;

- (E) The parties are, therefore, entering into this Agreement so as to establish and regulate in detail the terms and conditions under which the pledge of the Pledged Shares shall take place and under which the release and termination of such pledge shall be effected.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. INTERPRETATION

- 1.1 In this Agreement reference to the parties includes reference to their lawful successors and assigns except in the case of the Pledgors which are prohibited (except as otherwise provided herein) from assigning this Agreement without the prior written consent of the Pledgee.
- 1.2 Unless otherwise specified or otherwise defined herein, capitalised terms used in this Agreement, including the preamble above, have the same meanings as in the Intercreditor Agreement and/or Facility Agreement (as applicable).
- 1.3 In this Agreement, unless the context otherwise requires, any reference to the singular shall include the plural and vice versa, the use of the masculine pronoun shall include the feminine, the use of the neutral pronoun shall include the masculine or the feminine as the case may be and any reference to any statute, law or regulation having the force of law or any section thereof includes reference to any modification thereto or re-enactment of such statute, law or regulation having the force of law for the time being in force.
- 1.4 The headings in this Agreement are used and inserted for convenience only and shall be ignored in the interpretation of this Agreement.
- 1.5 This Agreement is entered into subject to, and with the benefit of, the terms of the Secured Debt Documents (as defined above) and the Intercreditor Agreement. Notwithstanding anything to the contrary in this Agreement, the terms of the Secured Debt Documents and/or the Intercreditor Agreement (as applicable) will prevail if there is a conflict with the terms of this Agreement. The fact that a provision of this Agreement is expressed to be subject to the terms of the Secured Debt Documents and/or the Intercreditor Agreement (as applicable) does not mean, and will not be taken to mean, that any other provision of this Agreement is not so subject.

2. PLEDGE

- 2.1 The Pledgors hereby pledge to the Pledgee, who accepts, the Pledged Shares as security for the due and punctual payment of the Secured Obligations. In constitution of the said pledge the Pledgors are delivering hereon the share certificates relating to the Pledged Shares to the Pledgee who accepts to hold the said shares and share certificates under the terms hereof. The parties are entering into this Agreement to regulate the said Pledge.
- 2.2 It is expressly agreed by the parties hereto that this Pledge is being granted to the Pledgee as security for the Secured Obligations.

- 2.3 This Pledge confers upon the Pledgee the right to obtain payment out of the Pledged Shares with privilege over other creditors as provided by the Civil Code in virtue of the special privilege accorded by law under section 2009(a) of the said Code as well as the right of retention over the said shares which entitles the creditor to retain the benefits of this Agreement until such time as the full amount of the Secured Obligations shall have been paid. This Pledge is also regulated by Article 122 of the Companies Act (Act XXV of 1995), as modified by the Financial Collateral Arrangements Regulations, 2004 (Legal Notice 177 of 2004, as amended from time to time), where applicable.
- 2.4 The Pledgee holds the benefit of this Agreement on trust for itself and the other Secured Parties in accordance with the Secured Debt Documents.
- 2.5 The Pledgee agrees that at any time after the occurrence of an Acceleration Event
- (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 Secured Debt 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 Pledgors in the terms of sub-clause (a) above. Any such undertaking will contain an obligation to obtain an undertaking in equivalent terms from any subsequent transferee of the Pledged Shares

3. REPRESENTATIONS AND WARRANTIES

- 3.1 Each of the Pledgors and the Company represent and warrant to the Pledgee that:
- (a) the Pledged Shares represent the entire issued share capital of the Company;
 - (b) other than in accordance with this Agreement, including but not limited to Clause 6 hereof and save as permitted under the Secured Debt Documents, the Pledgors no longer enjoy any right to dispose of any of the Pledged Shares held by them nor any rights to enjoy any dividends, capital or other distribution nor the right to redeem the Pledged Shares or any of them or any other rights arising in connection with or from the Pledged Shares;
 - (c) the Company has not issued or granted or resolved or agreed to issue or grant any option or other right to subscribe for or acquire any additional shares or stocks to any person,
 - (d) all rights arising from or in connection with the Pledged Shares are exercisable in the interest of the Pledgors and the Pledgee strictly in accordance with the terms of this Agreement and the Secured Debt Documents;

4. COVENANTS

- 4.1 The Pledgors covenant and agree with the Pledgee in respect of the Pledged Shares that each of them shall:-

- (a) without prejudice to the right of the Pledgee to do so itself and unless the Pledgee does so, notify the Registrar of Companies in Malta of this Pledge by filing the statutory notice (Form T2) in the form of Annex 1 as soon as reasonably practicable following the execution of this Agreement;
- (b) pledge any additional shares in the Company acquired by either of them to the Pledgee on first written demand by the Pledgee, provided that the Pledgee agrees that the provisions of this Agreement shall apply to any further shares that the Pledgors 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 Pledgors 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 this Agreement and shall also procure the delivery to the Pledgee of the relative share certificates;
- (c) as soon as reasonably practicable following signature hereof the Pledgors shall ensure that the Pledge will be recorded in the Register of Members of the Company and that all share certificates issued throughout the duration of this Agreement will have an annotation referring to the Pledge as follows:

"These shares have been pledged in favour of Lloyds TSB Bank plc as Security Agent pursuant to a Pledge of Shares Agreement dated [●] May, 2013."

- 4.2 The parties agree that the Pledged Shares shall be voted to ensure that the Company observes all formalities and other time limits set by the Companies Act, 1995 in relation to the accounts of the Company in order that the Pledgee's rights hereunder shall in no way be materially impaired, hindered or delayed.

5. TERMINATION AND RELEASE OF PLEDGE

- 5.1 It is agreed that the Pledge constituted hereby is a continuing security for the due and punctual payment of the Secured Obligations, and subject to the terms of this Agreement, the Pledge may only be terminated by the parties in writing and shall, in particular, not terminate by reason solely of the fact that there may, at any time, be no amounts owing or otherwise outstanding under any of the Secured Debt Documents.
- 5.2 Subject to other provisions in this Agreement and the Intercreditor Agreement, on final and full repayment of the Secured Obligations to the satisfaction of the Pledgee, the Pledgee shall:
 - (a) at the written request of the Pledgors, agree to terminate this Agreement and shall release all documents and cash (if any) held by it hereunder to the Pledgors and the annotation of the share certificates shall be cancelled and this for no consideration other than the refund of expenses incurred and fees due for carrying out its obligations hereunder and in accordance with this Agreement, and

- (b) on a specific request in writing made by the Pledgors, file the necessary notification (Form T3) at the Registry of Companies as well as notify the Company in accordance with the Companies Act, 1995

5.3 Without prejudice to the generality of the above, in the event that either of the Pledgors make a Permitted Disposal, the Pledgee shall, at the request and cost of the relative Pledgor, take all and any action which may be necessary to release, reassign or recover (without recourse or warranty), the Pledged Shares which are the subject of such Permitted Disposal from the security constituted by this Agreement.

6. VOTING POWER, DIVIDENDS ETC.

6.1 Prior to the occurrence of an Acceleration Event (as defined in the Intercreditor Agreement), the rights pertaining to the Pledged Shares shall be exercised as follows

VOTING

- (i) The Pledgors may continue to exercise all voting and/or consensual rights and powers, if any, pertaining to the Pledged Shares or any part thereof for all purposes;

DIVIDENDS

- (ii) All dividends due on the Pledged Shares shall be paid to and shall be receivable by the Pledgors.

6.2 (a) Without prejudice to the rights and remedies of the Pledgee under Clause 8, upon the occurrence of an Acceleration Event, the Pledgee shall be immediately vested with all rights pertaining to the Pledgors under the Pledged Shares, and in particular, without prejudice to the generality of the foregoing:

- (i) all dividends due on the Pledged Shares shall be paid to and shall be received by the Pledgee which shall apply the same in the order and manner specified by the Intercreditor Agreements;
- (ii) all voting and other rights and powers attaching to the Pledged Shares shall vest in the Pledgee, and the Pledgee shall exercise such powers for the purposes of, and in accordance with the terms of, this Pledge,
- (iii) all capital distributions paid on the Pledged Shares upon any reduction of capital or redemption of any Pledged Shares shall be received by the Pledgee which shall apply the same in the order and manner specified by the Intercreditor Agreement, and
- (iv) all notices of meetings required by Maltese law and/or the Company's memorandum and articles of association shall be sent to the Pledgee which shall have the right to attend and vote at same itself.

- (b) Subject to the terms of this Agreement, following the occurrence of an Acceleration Event, in so far as it is necessary and for the purposes of conducting business at any general meetings of the Company, the Pledgors irrevocably confer on the Pledgee, which accepts, the right to receive and waive notice of, attend and vote at any meeting of the Company and, the Pledgors irrevocably recognise these rights of the Pledgee.
- (c) The non-exercise or partial exercise by the Pledgee of any of its rights, powers or remedies under this Agreement or at law generally, even after the occurrence of an Acceleration Event, shall not imply or operate as a waiver thereof on the part of the Pledgee and the granting of any new authorisations or permissions to the Pledgors by the Pledgee after any Event of Default (as defined in the Intercreditor Agreement) has taken place shall not operate as a waiver of any right or remedy hereunder nor shall it preclude any other or further exercise thereof.

6.3 The remedies herein provided are cumulative and are not exclusive of any remedies provided by law

7. RESPONSIBILITY FOR COMMERCIAL OPERATIONS

7.1 Pledgor's Duties

It is agreed that until such time as an Acceleration Event has occurred, as well as after such events, the Pledgors shall be fully responsible for appointing the Director/s who shall manage and administer the continuing operations of the Company. Without prejudice to the foregoing and to the rights of the Pledgee hereunder, the Pledgee shall under no condition be responsible for the commercial operations of the Company.

7.2 Pledgee's Duties

The powers conferred on the Pledgee hereunder are solely to protect its interest in the Pledged Shares and shall not impose any duty upon it to exercise any such powers. Except for the accounting for moneys actually received by it hereunder, until such time as the Pledgee shall have exercised any voting or other rights in connection with the Pledged Shares following an Acceleration Event, the Pledgee shall have no duty as to any Pledged Shares, as to ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters in connection with any Pledged Shares (whether or not the Pledgee, has or is deemed to have actual knowledge of such matters), or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Pledged Shares. The Pledgee shall exercise reasonable care in the preservation of the Pledged Shares and shall be deemed to have exercised reasonable care in the preservation of any Pledged Shares in its control if such Pledged Shares are accorded treatment substantially equal to that which the Pledgee accords its own property

8. REMEDIES

8.1 Upon the occurrence of an Acceleration Event, the Pledgee may exercise in relation to the Pledged Shares, all the rights and remedies possessed by it under this Agreement or granted to it by law or otherwise and in particular:

- (i) apply the unappropriated cash (if any) then held by it as security hereunder; and/or
- (ii) exercise all rights relating to the Pledged Shares without limitation including appointing proxies, calling meetings, removing directors, approving or otherwise accounts, increasing or reducing capital, purchasing or selling assets, declaring dividends, undertaking or repaying loans or other indebtedness and other actions which in its sole and absolute discretion is deemed necessary to preserve the value of the Pledged Shares; and/or
- (iii) appoint directors and officers of the Company; and/or
- (iv) dispose of, or appropriate and acquire, the Pledged Shares and/or set off the value of the Pledged Shares against, or apply the value of the Pledged Shares in discharge of, the Secured Obligations, in accordance with the provisions of the Companies Act, 1995, as modified by the Financial Collateral Arrangements Regulations, 2004 (Legal Notice 177 of 2004) as amended. The value of the Pledged Shares for the purposes of this clause and of Article 6(2) of the said Financial Collateral Arrangements Regulations shall be determined in accordance with Clause 8.2 hereof.

For the avoidance of doubt, these remedies are available to and exercisable by the Pledgee without the requirement that

- (a) prior notice of the intention to enforce the pledge be given;
- (b) approval of any court, public officer or other person;
- (c) the sale of the Pledged Shares be made by judicial auction or in any other prescribed manner; or
- (d) any additional time period elapse.

These remedies are in addition to the remedies granted to the Pledgee under Maltese law and, in so far as it is necessary to do so, the Pledgors authorise the Pledgee to avail itself of all and any of the above remedies in protection of its rights including all remedies under the Financial Collateral Arrangements Regulations, 2004 (Legal Notice 177 of 2004), as amended, as applicable.

- 8.2 It is agreed that, in the event that the Pledgee decides to exercise the rights specified in Clause 8.1(iv) of this Agreement, the value of the Pledged Shares shall be the net asset value of the Pledged Shares obtained on the date of the occurrence of an Acceleration Event, as calculated in a commercially reasonable manner by a certified public accountant or a certified public accountant and auditor, appointed by the Pledgee, in accordance with and on the basis of accounting principles as applied in Malta.
- 8.4 In the event that it appears, in the reasonable opinion of the Pledgee, that the sale of a number of shares, not being all of the Pledged Shares, shall not result in generating proceeds equivalent to the Secured Obligations, then notwithstanding anything contained in Article 122(13) of the Companies Act, the Pledgee shall be entitled to dispose of, or appropriate and acquire, and/or set off the value of, or otherwise, all of the Pledged Shares, and thus notwithstanding that the sale of all the Pledged Shares shall be at a price which exceeds the debt due. It is agreed that this remedy is being agreed between the

parties in view of the fact that all – and not only part – of the shares in the Company are being pledged hereunder and that the application of Article 122(13) would, in particular circumstances, be detrimental to the Pledgors

9. INTENTIONALLY LEFT BLANK

10. APPROPRIATION

At any time in which this Agreement shall remain in full force and effect, the Pledgee may open a new account or new accounts for the Pledgors in its books in order that payments made by the Pledgors to the Pledgee shall be treated as having been credited to such new account or accounts and appropriated towards any other unsecured indebtedness, if any, in such a way that any unsecured indebtedness due by the Pledgors to the Pledgee is extinguished, discharged or reduced prior to extinction, discharge or reduction of any Secured Obligations due to the Pledgee.

11. EVENTS OF DEFAULT

An event of default shall *ipso jure* occur under this Agreement, without the need of any authorisation and/or confirmation from a competent court, upon the occurrence of an Acceleration Event (as defined in the Intercreditor Agreement)

12. RETENTION OF PLEDGE

In the event that a challenge to the validity of any payment in settlement of the Secured Obligations arises during the subsistence of the Pledge, and the Pledgee (on the basis of legal advice from a reputable firm of advocates in Malta) considers, acting reasonably and in good faith, that such payment may be avoided or reduced by virtue of any insolvency, bankruptcy or similar laws, then the Pledgee shall be entitled to retain this Pledge and decline to release it until such time as such claim has been determined or discharged. If, as a result of such determination, the payment in settlement of the Secured Obligations is declared null, the Pledgee shall not release the Pledge and the Pledge shall subsist until the Secured Obligations are paid. If, as a result of such determination, the settlement of the Secured Obligations is declared to be valid, the Pledgee shall release the Pledge.

13. ATTORNEY

Subject to any limitations expressed elsewhere in this Agreement, the Pledgee is hereby irrevocably appointed by each of the Pledgors as their true and lawful attorney for the purpose of carrying out the further assurance or perfection provisions of this Agreement (which the relevant Pledgor/s have been requested to carry out in writing by the Pledgee and has/have failed to do so promptly after such request) and taking any action or executing any instruments which the Pledgee may deem necessary to accomplish the purposes of such provisions. For the avoidance of doubt this includes the power to take all such action and, following an Acceleration Event, sign all such documents required to achieve the remedies contemplated in such provisions such as the signature of resolutions required for the purposes of making changes to the board of directors of the Company, agreements for the sale and/or transfer of the Pledged Shares and otherwise. These

irrevocable powers of attorney are being given by the Pledgors by way of security in terms of Article 1887 of the Civil Code and is being accepted by the Pledgee.

PROVIDED THAT the Pledgee shall have the option but not an obligation to utilise such powers of attorney and the Pledgee shall in no way be responsible for not utilising the said powers of attorney nor shall the Pledgee be in any way responsible for anything done or not done by virtue of the said powers of attorney.

14. FURTHER ASSURANCES AND AGREEMENTS

14.1 Subject to the Agreed Security Principles, the Pledgors shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Pledgee may reasonably specify and in such form as the Pledgee may reasonably require (in favour of the Pledgee or its nominee(s)) but subject to the Agreed Security Principles in order to

- (i) perfect or protect the Security created or intended to be created under or evidenced by this Agreement (which may include the execution of a pledge or other security over all or any of the assets which are, or are intended to be, the subject of the security created by this Agreement) or for the exercise of any rights, powers and remedies of the Pledgee or the Secured Parties provided by or pursuant to the Secured Debt Documents or by law;
- (ii) confer on the Pledgee or confer on the Secured Parties, security over any shares in the Company intended to be conferred by or pursuant to this Agreement; and/or
- (iii) facilitate the realisation of the Pledge.

14.2 Subject to the Agreed Security Principles, the Pledgee 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 Pledgee or the Secured Parties by or pursuant to this Agreement.

14.3 In the event that the Pledgee exercises its rights under this Agreement and the law and proceeds with the disposal of the Pledged Shares or with their appropriation and acquisition in settlement of all or part of the Secured Obligations, the Pledgors waive any right of pre-emption in relation to such shares arising in the Memorandum or Articles of Association of the Company or otherwise.

15. SET-OFF & WAIVER OF RIGHTS

15.1 Following an Acceleration Event, in addition to the rights conferred by law, the Pledgee shall be entitled, in terms of the provisions of the Set-Off and Netting on Insolvency Act, 2003 (as amended), to set-off against monies due to it under this Agreement all or any monies from time to time standing to the credit of the Pledgors with the Pledgee, whether

on current or any other account, including those subject to a term whatsoever and any sums standing in a suspense or impersonal account.

For the purposes of the foregoing:

- (a) the Pledgee shall be entitled (as well before as after demand) to combine or consolidate all monies now or hereafter standing to the credit of any of the Pledgors on any account with the Pledgee and in any currency;
 - (b) if the obligations are in different currencies, the Pledgee may convert either obligation at a market rate of exchange in its usual course of business for the purposes of the set-off; and
 - (c) if either obligation is unliquidated or unascertained, the Pledgee may set-off an amount estimated by it in good faith to be the amount of that obligation.
- 15.2 However, it is expressly agreed that the liability of the Pledgors under this Agreement shall in no way be extinguished, discharged or reduced or in any way affected by any right of set-off or counter-claim or any right whatsoever against the Pledgee and each Pledgor is hereby expressly waiving all rights (including any and all rights of action) the Pledgor may have against the Pledgee until after payment in full of the Secured Obligations to the satisfaction of the Pledgee.
- 16. NOTIFICATION TO, AND ACKNOWLEDGEMENT OF PLEDGE BY, THE COMPANY**
- 16.1 In accordance with the requirements of Article 122(2) of the Companies Act, 1995, the Pledgors hereby notify the Company of the Pledge constituted by this Agreement, and hereby request the Company to register such pledge in the Company's register of members and on any share certificates which the Company may issue throughout the duration of this Pledge. The Pledgors hereby inform the Company that the Pledgors have agreed to pledge any future shares subscribed by them in the Company.
- 16.2 The Company appears on and signs this Agreement *inter alia* in order to, and does hereby through the execution by it of this Agreement, acknowledge receipt without reservation of the notice of Pledge effected by the Pledgors to it by means of Clause 16.1 hereof.
- 16.3 The acknowledgement referred to in Clause 16.2 is granted by the Company for the benefit of the Pledgors and the Pledgee.
- 16.4 By signing this Agreement, the Company also
- (i) confirms that it is concurrently with execution of this Agreement making a note of the Pledge in its register of members as prescribed in Article 4.1(f) above;
 - (ii) binds itself for the benefit of the Pledgee to act in accordance with the terms of the Pledge;
 - (iii) acknowledges that the share certificates in respect of the Pledged Shares have been delivered to the Pledgee upon execution hereof;

(iv) undertakes for the benefit of the Pledgee not to pay out any monies relating to the Pledged Shares other than in accordance with this Agreement or any other Secured Debt Document, and whenever the Company is required to carry out any act which has been imposed on the Pledgors in this Agreement, the Company shall carry out such act in accordance with the Agreement, and

(v) recognises that where permissible in terms of this Agreement or any other Secured Debt Document, the Pledgee may carry out acts against the wishes of the Pledgors and confirms that the Pledgee shall, where applicable, be treated as a member of the company in terms of this Agreement.

16.5 The Pledgors and the Company declare that the Pledge notification and acknowledgement referred to in Clauses 16.1 and 16.2 hereof shall be deemed to have been given in full satisfaction of the procedural requirements of Article 122(2) of the Companies Act, 1995, and each of them agree that no further action is necessary on the part of the others in order to comply with the said legislative requirements.

17. FACILITY AGREEMENT

This Agreement is designated as a Finance Document and as a Transaction Security Document for the purposes of and as defined in the Facility Agreement and the Intercreditor Agreement

18. PLEDGEE REPRESENTATION

The Pledgee enters into this Agreement, and holds the benefit of the security interest created by this Agreement, as security agent in accordance with the terms of the Intercreditor Agreement, the Facility Agreement and any other Credit Facility (as defined in the Intercreditor Agreement) (as applicable).

19. CERTIFICATION OF SUMS DUE

Any certification or determination by the Pledgee of a rate or amount under this Agreement will be, in the absence of manifest error, conclusive evidence of the matters to which it relates.

20. NOTICES

20.1 Notices may be sent by registered mail, fax or electronic mail. In providing such service it shall be sufficient to prove that the notice was addressed properly and posted or transmitted to such fax or electronic mail address as may be notified to the other party for this purpose.

For the purposes of this Agreement, the proper addresses (including electronic mail addresses) and fax numbers of the Parties are:

To the Pledgor I

Name: Caversham Finance Ltd.
Attention: The Directors

Address 5, Hercules Way,
 Leavesdan Park,
 Watford
 Hertfordshire WD25 7GS
 United Kingdom
Fax No : +44 (0) 1923 488 8351

To the Pledgor II

Name: Crazy George's Limited
Attention: The Directors
Address: 5, Hercules Way,
 Leavesdan Park,
 Watford
 Hertfordshire WD25 7GS
 United Kingdom
Fax No. +44 (0) 1923 488 8351

To the Pledgee

Name: Lloyds TSB Bank plc
Attention: Wholesale Loans Agency
Address: 1st Floor, Citymark, 150 Fountainbridge, Edinburgh, EH3 9PE, United Kingdom

Fax No . [+44 0131 229 0234]
Email: nicola.keay@lloydsbanking.com

Provided that each party may at any time change such address or fax number by giving five (5) days prior written notice to the other party.

To the Company:

Name: Caversham Holdings (Malta) Limited.
Attention: The Directors
Address: Development House
 St. Anne Street
 Floriana FRN 9010
 Malta
Fax No : + 356 21322356

and once given or made shall be irrevocable and shall be deemed to have been duly given or made

20.2 Any communication or document made or delivered by one person to another under or in connection with this Agreement will only be effective:

- (a) if by way of fax, when received in legible form on the day of transmission; or

- (b) if by way of letter, (i) when it has been left at the relevant address or (ii) two (2) Business Days (or, in the case of airmail, five (5) Business Days) after being deposited in the post postage prepaid first class (or, as the case may be, airmail postage prepaid), in an envelope addressed to it at that address, and, if a particular department or officer is specified as part of its address details provided under this Clause, if addressed to that department or officer.
- 20.3 Any communication or document to be made or delivered to the Pledgee will be effective only when actually received by the Pledgee and then only if it is expressly marked for the attention of the department or officer identified with the Pledgee's signature below (or any substitute department or officer as the Pledgee shall specify for this purpose).
- 21. SEVERANCE AND MODIFICATION OF CLAUSES**
- 21.1 If any of the clauses or part thereof of this Agreement is or becomes invalid or unenforceable for any reason whatsoever, the validity of the remaining clauses or part thereof will not in any way be affected or impaired
- 21.2 If any invalid or unenforceable clause or part thereof of this Agreement would not be enforceable or invalid if its form or effect were modified in any way, it shall be deemed to have the modified form or effect provided that the Pledgee gives its consent.
- 22. GOVERNING LAW & JURISDICTION**
- 22.1 This Agreement shall be governed by and construed in accordance with the laws of Malta
- 22.2 For the benefit of the Pledgee, the Pledgors agree that the Courts of Malta have jurisdiction to settle any disputes in connection herewith and accordingly submit to the jurisdiction of such Courts. The Pledgors waive any objection to the Maltese Courts on grounds of inconvenient forum or otherwise as regards proceedings in connection herewith and agree that a judgement or order of such a Court shall be conclusive and binding on them and may be enforced against them in the Courts of any other jurisdiction
- 22.3 Nothing in this Agreement limits the right of the Pledgee to bring proceedings against the Pledgors in any other Court of competent jurisdiction or concurrently in more than one jurisdiction.
- 23. COUNTERPARTS**
- The Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts (including fax or electronically scanned copies) were on a single copy of the Agreement.

EXECUTION PAGE

The parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

[Redacted signature]

for and on behalf of
Caversham Finance Ltd.
Pledgor I

[Redacted signature]

for and on behalf of
Crazy George's Limited
Pledgor II

.....
for and on behalf of
Caversham Holdings (Malta) Ltd.
The Company


.....
for and on behalf of
Lloyds TSB Bank plc
The Pledgee

EXECUTION PAGE

The parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

.....
for and on behalf of
Caversham Finance Ltd.
Pledgor I

.....
for and on behalf of
Crazy George's Limited
Pledgor II


.....
for and on behalf of
Caversham Holdings (Malta) Ltd.
The Company

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for and on behalf of
Lloyds TSB Bank plc
The Pledgee


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for and on behalf of
Caversham Finance Ltd.
Pledgor I

.....
for and on behalf of
Crazy George's Limited
Pledgor II

.....
for and on behalf of
Caversham Holdings (Malta) Ltd.
The Company


.....
KAMILA GALEK
for and on behalf of
Lloyds TSB Bank plc
The Pledgee

ANNEX 1

Form T (2)

No. of Company C37024

COMPANIES ACT, 1995

Notice of a pledge of securities

Pursuant to Section 122 (2)

Name of Company: Caversham Holdings (Malta) Ltd.

Delivered by Fenech & Fenech Advocates

To the Registrar of Companies

I hereby give notice in accordance with Section 122 (2) of the Companies Act, 1995 that with effect from the undermentioned securities have been pledged as follows:

Pledgor (Name and Address)	Pledgee (Name and Address)	Securities		
		Number	Type	Nominal Value
Caversham Finance Ltd. 5, Hercules Way, Leavesdan Park Watford Hertfordshire WD25 7GS United Kingdom UK Company Registration No. 785922	Lloyds TSB Bank plc 25 Gresham Street, London EC2V 7HN, England Company registration no. 00002065	3,149,999	Ordinary	£1 each
Crazy George's Ltd. 5, Hercules Way, Leavesdan Park Watford Hertfordshire WD25 7GS United Kingdom UK Company Registration No. 3659067	Lloyds TSB Bank plc 25 Gresham Street, London EC2V 7HN, England Company registration no. 00002065	1	Ordinary	£1

Signature
Pledgor/Pledgee*

Dated this day of of the year

This form must be completed in typed form.

* Delete as necessary.