

MG01

Particulars of a mortgage or charge



229056/13,

A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT

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

FRIDAY



LD3 18/02/2011 39
COMPANIES HOUSE

1 Company details

Company number 03712707

Company name in full Morse Overseas Holdings Limited (the **Chargor**)

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 d0 d2 m0 m2 y2 y0 y1 y1

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 An Irish law deed of confirmation relating to an Irish law share pledge dated 21 July 2010 (the **Share Charge**) between the **Chargor** and the **Security Agent** (as defined below)

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 in any other capacity whatsoever) of each Obligor to any Senior Secured Creditor under the Senior Secured Debt Finance Documents (the **Secured Liabilities**) (each capitalised term as defined below).

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

MG01**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

Royal Bank of Canada Europe Limited as agent and trustee for itself and

Address

each of the Senior Secured Creditors (as defined below) (the Security Agent)

71 Queen Victoria Street, London

Postcode

E C 4 V 4 D 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

Please see continuation sheet.

MG01

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

Nil

8

Delivery of instrument

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

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

9

Signature

Please sign the form here

Signature

Signature

X Allen & Overy LLP
on behalf of the Security Agent X

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

MG01

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 Jemma Olsen (11394-53)

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 02030880000



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

MG01 - continuation page

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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>1. CONFIRMATION OF SECURITY</p> <p>1 1 The Deed</p> <p>(a) is created in order to confirm that the security created by the Share Charge secures all of the Secured Liabilities (including, in particular, but without limitation, the New Revolving Facility Commitment made on or about the date of the Deed), and</p> <p>(b) is created in addition to and does not affect the security created by the Original Debenture</p> <p>1 2 The Chargor hereby confirms that the Security Interests created by it under the Share Charge will remain in full force and effect and will continue to constitute the legal, valid and binding obligations of the Chargor</p> <p>1 3 The Security Agent holds the benefit of the Deed on trust for the Secured Creditors</p> <p>1. CONSTRUCTION AND DEFINITIONS</p> <p>1.1 Construction</p> <p>(a) Capitalised terms defined in the Share Charge have, unless expressly defined in the Deed, the same meaning in the Deed</p> <p>(b) Until the Senior Debt Discharge Date, capitalised terms defined in the Senior Facilities Agreement have, unless expressly defined in the Share Charge, the same meaning in the Share Charge</p> <p>(c) After the Senior Debt Discharge Date, capitalised terms defined in the Mezzanine Facility Agreement have, unless expressly defined in the Share Charge, the same meaning in the Share Charge</p> <p>(d) Any covenant of the Chargor under the Share Charge remains in force during the Security Period and is given for the benefit of each Senior Secured Creditor</p> <p>(e) Unless the context otherwise requires</p> <p>(i) words and phrases the definition of which is contained in or referred to section 2 of the Companies Act, 1963 are to be construed as having the meaning attributed to them therein,</p> <p>(ii) references to statutory provisions shall be construed as references to those provisions as amended or re-enacted or as their application is modified by other provisions from time to time and shall include references to any provisions of which they are reenactments (whether with or without modification),</p> <p>(iii) references to clauses, recitals and schedules are references to clauses hereof, recitals hereof and schedules hereto, references to sub-clauses or paragraphs are, unless otherwise stated, references to sub-clauses of the clause or paragraphs of the schedule in which the reference appears,</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

- (iv) references to the singular shall include the plural and vice versa and references to the masculine shall include the feminine or neuter and vice versa,
- (i) references to persons shall include natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations, trusts, bodies of persons whether incorporated or unincorporated (in each case whether or not having a separate legal personality),
- (ii) references to assets include property, rights and assets of every description,
- (iii) references to any document are to be construed as references to such document as amended, varied, assigned, novated, restated or supplemented from time to time,
- (iv) references to any person shall be construed so as to include that person's successors, assigns and transferees,
- (v) any reference to a legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing is, in respect of any jurisdiction other than Ireland, shall be deemed to include a reference to what mostly nearly approximates in that jurisdiction to the Irish legal term,
- (vi) the headings are inserted for convenience only and are not to affect the construction of the Share Charge,
- (vii) any phrase introduced by the terms "including", "include", "in particular" or any similar expression is to be construed as illustrative and shall not limit the sense of the words proceeding those terms, and
- (viii) A Default (other than an Event of Default) is continuing if it has not been remedied or waived and an Event of Default is continuing if it has not been remedied or waived

- (b) The Share Charge was entered into subject to the terms of the Intercreditor Agreement, subject to the proviso that any provisions of the Intercreditor Agreement for the benefit of a PIK Creditor shall be inapplicable for the purposes of the Share Charge. If there is any conflict between the terms of the Share Charge and the Intercreditor Agreement or a Senior Secured Debt Finance Document, the Senior Secured Debt Finance Document or Intercreditor Agreement will prevail

1.2 Definitions

In this Companies Form MG01

Accession Letter means a document substantially in the form set out in the Senior Facilities Agreement or Mezzanine Facility Agreement (as applicable)

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>Additional Borrower means a company which becomes a Borrower in accordance with the Senior Facilities Agreement</p> <p>Additional Guarantor means a company which becomes a Guarantor in accordance with the Senior Facilities Agreement</p> <p>Affiliate means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company</p> <p>Ancillary Document means each document relating to or evidencing the terms of an Ancillary Facility</p> <p>Ancillary Facility means any ancillary facility made available by an Ancillary Lender in accordance with the Senior Facilities Agreement</p> <p>Ancillary Lender means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with the Senior Facilities Agreement</p> <p>Arranger means Bank of Scotland PLC, Barclays Leveraged Finance, HSBC Bank PLC, Lloyds TSB Bank PLC and RBC Capital Markets whether acting individually or together</p> <p>Base Currency means Sterling</p> <p>Borrower means an Original Borrower or an Additional Borrower</p> <p>Closing Date means the first Utilisation Date</p> <p>Commitment means a Facility A Commitment, Facility B Commitment, Facility C Commitment or Revolving Facility Commitment</p> <p>Company Intra-Group Loan Agreement means the loan agreement in the agreed form between 2e2 Limited and certain other members of the Group pursuant to which those members of the Group have or will make available a facility to 2e2 Limited up to a maximum aggregate principal amount which is not less than the aggregate principal amount of (plus interest on) the Facilities and the Mezzanine Facility</p> <p>Compliance Certificate means a certificate substantially in the form set out in the Senior Facilities Agreement or the Mezzanine Facility Agreement (as applicable)</p> <p>Declared Default means a continuing Event of Default which has caused the Facility Agent to give notice under Clause 28 19 (Acceleration) of the Senior Facilities Agreement or which has caused the Mezzanine Agent to give notice under Clause 24 19 (Acceleration) of the Mezzanine Facility Agreement</p> <p>Default means a Declared Default</p>	

MG01 - continuation page

Particulars of a mortgage or charge

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Short particulars

Encumbrance means any form of mortgage, charge, pledge, lien, assignment, hypothecation, right of set-off or other security interest or any agreement or arrangement having the effect of creating such

Event of Default means any event or circumstance specified as such in Clause 28 (Events of Default) of the Senior Facilities Agreement or Clause 24 (Events of Default) of the Mezzanine Facility Agreement

Facilities means a Term Facility or the Revolving Facility

Facility A means the term loan facility made available under the Senior Facilities Agreement

Facility A Commitment means

(a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Facility A Commitment" in Part 2 of Schedule 1 (The Original Parties) of the Senior Facilities Agreement and the amount of any other Facility A Commitment transferred to it under the Senior Facilities Agreement, and

(b) in relation to any other Lender, the amount in the Base Currency of any Facility A Commitment transferred to it under the Senior Facilities Agreement,

to the extent

(i) not cancelled, reduced or transferred by it under the Senior Facilities Agreement, and

(ii) not deemed to be zero pursuant to Clause 30.2 (Disenfranchisement on Debt Purchase Transactions entered into by Sponsor Affiliates) of the Senior Facilities Agreement

Facility A Loan means a loan made or to be made under Facility A or the principal amount outstanding for the time being of that loan

Facility Agent means Royal Bank of Canada Europe Limited as facility agent for the other Finance Parties

Facility B means the term loan facility made available under the Senior Facilities Agreement

Facility B Commitment means

(a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Facility B Commitment" in Part 2 of Schedule 1 (The Original Parties) of the Senior Facilities Agreement and the amount of any other Facility B Commitment transferred to it under the Senior Facilities Agreement, and

(b) in relation to any other Lender, the amount in the Base Currency of any Facility B Commitment transferred to it under the Senior Facilities Agreement,

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>to the extent</p> <ul style="list-style-type: none"> (i) not cancelled, reduced or transferred by it under the Senior Facilities Agreement, and (ii) not deemed to be zero pursuant to Clause 30.2 (Disenfranchisement on Debt Purchase Transactions entered into by Sponsor Affiliates) of the Senior Facilities Agreement <p>Facility B Loan means the term loan facility made available under Facility B or the principal amount outstanding for the time being of that loan</p> <p>Facility C means the term loan facility made available under the Senior Facilities Agreement</p> <p>Facility C Commitment means</p> <ul style="list-style-type: none"> (a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Facility C Commitment" in Part 2 of Schedule 1 (The Original Parties) of the Senior Facilities Agreement and the amount of any other Facility C Commitment transferred to it under the Senior Facilities Agreement, and (b) in relation to any other Lender, the amount in the Base Currency of any Facility C Commitment transferred to it under the Senior Facilities Agreement, <p>to the extent</p> <ul style="list-style-type: none"> (i) not cancelled, reduced or transferred by it under the Senior Facilities Agreement, and (ii) not deemed to be zero pursuant to Clause 30.2 (Disenfranchisement on Debt Purchase Transactions entered into by Sponsor Affiliates) of the Senior Facilities Agreement <p>Facility C Loan means the term loan facility made available under Facility C or the principal amount outstanding for the time being of that loan</p> <p>Fee Letter means</p> <ul style="list-style-type: none"> (a) any letter or letters dated on or about the date of the Senior Facilities Agreement between the Arranger and the Parent (or the Facility Agent and the Parent or the Security Agent and the Parent) setting out any of the fees referred to in the Senior Facilities Agreement, and (b) any agreement setting out fees payable to a Finance Party referred to in Clause 2.2 (Increase in Revolving Facility Commitments) of the Senior Facilities Agreement, Clause 17.5 (Fees payable in respect of the Letters of Credit) of the Senior Facilities Agreement or Clause 17.6 (Interest, commission and fees on Ancillary Facilities) of the Senior Facilities Agreement or under any other Senior Finance Document <p>Finance Parties means the Senior Creditors</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

Group means the Parent and its respective Subsidiaries for the time being (including, after the Closing Date, the Target Group)

Guarantor means an Original Guarantor or an Additional Guarantor

Hedge Counterparty means a person which has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement

Hedging Agreement means any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by 2e2 Limited and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to the Term Facilities and the Mezzanine Facility in accordance with the Hedging Letter delivered to the Facility Agent under the Senior Facilities Agreement

Hedging Letter means the letter dated 12 August 2008 relating to the hedging arrangements in respect of interest rate liabilities under the Senior Facilities Agreement and the Mezzanine Facility Agreement

Holding Company means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary

Intercreditor Agreement means the intercreditor agreement dated 12 August 2008 (as amended from time to time) between, among others, the Parent, the Facility Agent, the Mezzanine Agent and the Security Agent

Issuing Bank means Royal Bank of Canada, London Branch any other Lender which has notified the Facility Agent that it has agreed to the Parent's request to be an Issuing Bank pursuant to the terms of the Senior Facilities Agreement (and if more than one Lender has so agreed, such Lenders shall be referred to, whether acting individually or together, as the **Issuing Bank**) **provided that**, in respect of a Letter of Credit issued or to be issued pursuant to the terms of the Senior Facilities Agreement, the **Issuing Bank** shall be the Issuing Bank which has issued or agreed to issue that Letter of Credit

Lender means

- (a) any Original Lender, and
 - (b) any bank, financial institution, trust, fund or other entity which has become a party to the Senior Facilities Agreement in accordance with the Senior Facilities Agreement,
- which in each case has not ceased to be a party to the Senior Facilities Agreement in accordance with the terms of the Senior Facilities Agreement

Letter of Credit means

- (a) a letter of credit, substantially in the form set out in the Senior Facilities Agreement or in any other form requested by the Parent and agreed by the Facility Agent and the Issuing Bank, or

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>(b) any guarantee, indemnity or other instrument in a form requested by a Borrower (or the Parent on its behalf) and agreed by the Facility Agent and the Issuing Bank</p> <p>Liability means any present or future liability (actual or contingent), together with</p> <p>(a) any refinancing, deferral or extension of that liability,</p> <p>(b) any further advance which may be made under any agreement expressed to be supplemental to any document in respect of that liability, together with all related interest, fees and costs,</p> <p>(c) any claim for damages or restitution in the event of rescission of that liability or otherwise,</p> <p>(d) any claim flowing from any recovery by a payment or discharge in respect of that liability on the grounds of preference or otherwise, and</p> <p>(e) any amount (such as post-insolvency interest) which would be included in any of the above but for its discharge, non-provability, unenforceability or non-allowability in any insolvency or other proceedings</p> <p>Loan means a Term Loan or a Revolving Facility Loan</p> <p>Mezzanine Additional Guarantor means a company which becomes a Mezzanine Guarantor in accordance with the terms of the Mezzanine Facility Agreement</p> <p>Mezzanine Agent means Royal Bank of Canada Europe Limited as facility agent for the other Mezzanine Finance Parties</p> <p>Mezzanine Arranger means RBC Capital Markets and HSBC Bank PLC as mandated lead arrangers whether acting individually or together</p> <p>Mezzanine Borrower means 2e2 Limited</p> <p>Mezzanine Closing Date Amendment Agreements means</p> <p>(a) the amendment agreement to the Mezzanine Facility Agreement dated 10 October 2008 to remove the restriction contained in Clause 19 11(d) (Guarantee Limitations) of the Mezzanine Facility Agreement, and</p> <p>(b) the supplemental deed to the Signing Date Deed dated 10 October 2008 to amend the definition of Secured Liabilities</p> <p>Mezzanine Commitment means</p> <p>(a) in relation to a Mezzanine Original Lender, the amount set out opposite its name under the heading "Commitment" in Part 2 of Schedule 1 (The Original Parties) of the Mezzanine Facility Agreement and the amount of any other Mezzanine Commitment transferred to it under the Mezzanine Facility Agreement, and</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>(b) in relation to any other Lender, the amount of the Mezzanine Commitment transferred to it under the Mezzanine Facility Agreement,</p> <p>to the extent</p> <p>(i) not cancelled, reduced or transferred by it under the Mezzanine Facility Agreement, and</p> <p>(ii) not deemed to be zero pursuant to Clause 26.2 (Disenfranchisement on Debt Purchase Transactions entered into by Sponsor Affiliates) of the Mezzanine Facility Agreement,</p> <p>Mezzanine Creditor means the Mezzanine Arranger, the Mezzanine Agent, the Mezzanine Lenders, the Hedge Counterparties and the Security Agent</p> <p>Mezzanine Debt means all Liabilities payable or owing by any Obligor to a Mezzanine Creditor under or in connection with the Mezzanine Finance Documents</p> <p>Mezzanine Debt Discharge Date means the date on which all the Mezzanine Debt has been unconditionally and irrevocably paid and discharged in full, as determined by the Mezzanine Agent and all Mezzanine Commitments under the Mezzanine Facility Agreement cancelled</p> <p>Mezzanine Facility means the mezzanine loan facility made available under the Mezzanine Facility Agreement</p> <p>Mezzanine Facility Agreement means the mezzanine facility agreement dated 12 August 2008 (as amended from time to time) between, amongst others, the Parent, Mezzanine Agent and Security Agent</p> <p>Mezzanine Facility Obligor means an Mezzanine Borrower or a Mezzanine Guarantor</p> <p>Mezzanine Fee Letter means any letter or letters dated on or about the date of the Mezzanine Facility Agreement between the Mezzanine Arranger and the Parent (or the Mezzanine Agent and the Parent or the Security Agent and the Parent) setting out the fees referred to in the Mezzanine Facility Agreement</p> <p>Mezzanine Finance Documents means the Mezzanine Facility Agreement, the Mezzanine Second Supplemental Agreement, any Accession Letter, the Company Intra-Group Loan Agreement, any Mezzanine Closing Date Amendment Agreement, the Priorities Agreement, any Compliance Certificate, any Mezzanine Fee Letter, any Hedging Agreement, the Intercreditor Agreement, the Supplemental Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Mezzanine Utilisation Request and any other document designated as a "Finance Document" by the Mezzanine Agent and the Parent</p> <p>Mezzanine Finance Parties means the Mezzanine Creditors</p> <p>Mezzanine Guarantor means a Mezzanine Original Guarantor or a Mezzanine Additional Guarantor</p>	

MG01 - continuation page

Particulars of a mortgage or charge

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Short particulars	<p>Mezzanine Lender means</p> <p>(a) any Mezzanine Original Lender, and</p> <p>(b) any bank, financial institution, trust, fund or other entity which has become a party to the Mezzanine Facility Agreement as a Mezzanine Lender,</p> <p>which in each case has not ceased to be a party to the Mezzanine Facility Agreement in accordance with the terms of the Mezzanine Facility Agreement</p> <p>Mezzanine Loan means a loan made or to be made under the Mezzanine Facility as increased by any amount of interest accrued and capitalised the Mezzanine Facility Agreement or the principal amount outstanding for the time being of that loan, as increased by any amount of interest accrued and capitalised the Mezzanine Facility Agreement</p> <p>Mezzanine Original Guarantor means 2e2 Group Limited and 2e2 Limited</p> <p>Mezzanine Original Lender means HSBC Bank PLC and Royal Bank of Canada, London Branch</p> <p>Mezzanine Second Supplemental Agreement means the supplemental agreement in respect of the the Mezzanine Facility Agreement dated 26 April 2010 between, amongst others, the Parent and the Mezzanine Agent</p> <p>Mezzanine Utilisation Request means a notice substantially in the form set out in Part 1 of Schedule 3 (Requests) of the Mezzanine Facility Agreement</p> <p>New Revolving Facility Commitment has the meaning given to it in clause 2 2(b) of the Senior Facilities Agreement</p> <p>Obligor means each Senior Facilities Obligor and each Mezzanine Facility Obligor</p> <p>Original Borrower means 2e2 Limited</p> <p>Original Debenture means the English law debenture dated 10 October 2008 between, among others, the Chargor and the Security Agent</p> <p>Original Guarantor means 2e2 Limited and 2e2 Group Limited</p> <p>Original Lender means Bank of Scotland PLC, Barclays Bank PLC, HSBC Bank PLC, Lloyds TSB Bank PLC and Royal Bank of Canada, London Branch</p> <p>Parent means 2e2 Group Limited</p> <p>PIK Agent means Hutton Collins Capital Partners III</p> <p>PIK Creditor means a PIK Noteholder, the PIK Agent and the PIK Security Agent</p> <p>PIK Loan Note Agreement means the £85,000,000 PIK loan note instrument entered into by 2e2 Investments constituting the PIK Notes</p>	

MG01 - continuation page

Particulars of a mortgage or charge

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	<p>PIK Note means the secured notes constituted by the PIK Loan Note Agreement and of the time being issued and outstanding</p> <p>PIK Noteholder means a person whose name is entered in the PIK Register as the holder of a PIK Note</p> <p>PIK Register means the register of holders of PIK Notes maintained by 2e2 Investments Limited</p> <p>PIK Security Agent means Hutton Collins Capital Partners III</p> <p>Priorities Agreement means the priorities agreement dated 12 August 2008 between, among others, the Security Agent, Bank of Scotland PLC, the Parent and 2e2 Limited</p> <p>Receiver means a receiver (whether appointed pursuant to the Share Charge, pursuant to any statute, by a court or otherwise) of the Charged Property or any part of it</p> <p>Resignation Letter means a resignation letter substantially in the form set out in the Senior Facilities Agreement and Mezzanine Facility Agreement (as applicable)</p> <p>Revolving Facility means the revolving credit facility made available under the Senior Facilities Agreement</p> <p>Revolving Facility Commitment means</p> <p>(a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Revolving Facility Commitment" in Part 2 or Part 3 of Schedule 1 (The Original Parties) of the Senior Facilities Agreement and the amount of any other Revolving Facility Commitment transferred to it under the Senior Facilities Agreement or which it agrees to provide under Clause 2.2 (Increase in Revolving Facility Commitments) of the Senior Facilities Agreement, and</p> <p>(b) in relation to any other Lender, the amount in the Base Currency of any Revolving Facility Commitment transferred to it under the Senior Facilities Agreement or what it agrees to provide under Clause 2.2 (Increase in Revolving Facility Commitments) of the Senior Facilities Agreement,</p> <p>to the extent not cancelled, reduced or transferred by it under the Senior Facilities Agreement</p> <p>Revolving Facility Loan means a loan made or to be made under the Revolving Facility or the principal amount outstanding for the time being of that loan</p> <p>Secured Creditor means a Senior Creditor or a Mezzanine Creditor or a PIK Creditor, as the context requires</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 similar effect</p>	

MG01 - continuation page

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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>Security Interests means the Security created under the Share Charge</p> <p>Security Period means the period beginning on the date of the Share Charge and ending on the later of</p> <ul style="list-style-type: none"> (a) the Senior Debt Discharge Date, and (b) the Mezzanine Debt Discharge Date <p>Selection Notice means a selection notice substantially in the form set out in the Senior Facilities Agreement in relation to a Term Facility and the Mezzanine Facility Agreement (as applicable)</p> <p>Senior Closing Date Amendment Agreements means</p> <ul style="list-style-type: none"> (a) the amendment agreement to the Senior Facilities Agreement dated 10 October 2008 to remove the restriction contained in Clause 23 11(d) (Guarantee Limitations) of the Senior Facility Agreement, and (b) the supplemental deed to the Signing Date Deed dated 10 October 2008 to amend the definition of Secured Liabilities <p>Senior Creditor means the Facility Agent, the Arranger, the Security Agent, a Lender, the Issuing Bank, a Hedge Counterparty or any Ancillary Lender</p> <p>Senior Debt means all the Liabilities payable or owing by any Obligor to a Senior Creditor under or in connection with a Senior Finance Document</p> <p>Senior Debt Discharge Date means the date on which all the Senior Debt has been unconditionally and irrevocably paid and discharged in full, as determined by the Facility Agent (acting reasonably) and all Commitments under the Senior Facilities Agreement cancelled.</p> <p>Senior Facilities Agreement means the senior facilities agreement dated 12 August 2008 (as amended from time to time) between, among others, the Parent, the Facility Agent and the Security Agent</p> <p>Senior Facilities Obligor means a Borrower or a Guarantor</p> <p>Senior Finance Documents means the Senior Facilities Agreement, the Senior Second Supplemental Agreement, any Accession Letter, any Ancillary Document, the Company Intra-Group Loan Agreement, any Senior Closing Date Amendment Agreement, the Priorities Agreement, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, the Supplemental Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Facility Agent and the Parent</p>	

MG01 - continuation page

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

Senior Second Supplemental Agreement means the supplemental agreement in respect of the the Senior Facilities Agreement dated 26 April 2010 between, amongst others, the Parent and the Facility Agent

Senior Secured Creditors means the Secured Creditors other than the PIK Creditors

Senior Secured Debt Finance Documents means the Senior Finance Documents and the Mezzanine Finance Documents

Signing Date Deed means the debenture dated 12 August 2008 entered into between 2e2 Limited, 2e2 Group Limited and the Security Agent

Sterling means the lawful currency for the time being of the United Kingdom

Subsidiary means

- (a) a subsidiary within the meaning of section 1159 of the Companies Act 2006 or a subsidiary undertaking within the meaning of Section 1162 of the Companies Act 2006,
- (b) an entity of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent of the voting capital or similar right of ownership and **control** for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise, and
- (c) a subsidiary within the meaning of articles 2 and 2A of the Companies (Jersey) Law 1991 or a subsidiary within the meaning of Section 531 of the Company (Guernsey) Law 2008 (as applicable)

Supplemental Intercreditor Agreement means the supplemental agreement dated 26 April 2010 relating to the Intercreditor Agreement between, among others, the parties to the Intercreditor Agreement amending and restating the Intercreditor Agreement

Target means Netstore Limited (formerly Netstore PLC), a company incorporated under the law of England and Wales with registered number 03449409

Target Group means the Target and its Subsidiaries

Term Facility means Facility A, Facility B or Facility C

Term Loan means a Facility A Loan, a Facility B Loan or a Facility C Loan

MG01 - continuation page

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>Transaction Security Documents means each of the documents listed as being a Transaction Security Document in Part 1 of Schedule 2 (Conditions Precedent to Signing of the Agreement) of the Senior Facilities Agreement and Mezzanine Facility Agreement and any document required to be delivered to the Facility Agent or Mezzanine Agent (as applicable) under Part 3 of Schedule 2 (Conditions Precedent) of the Senior Facilities Agreement and the Mezzanine Facility Agreement and Clause 27 40 (Conditions Subsequent) of the Senior Facilities Agreement and Clause 23 40 (Conditions Subsequent) of the Mezzanine Facility Agreement, and any document required to be delivered to the Facility Agent or the Mezzanine Agent (as applicable) under Clause 5 2 (Conditions subsequent) of the Senior Second Supplemental Agreement and Clause 5 2 of the Mezzanine Second Supplemental Agreement, together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Senior Finance Documents or the Mezzanine Finance Documents</p> <p>Utilisation means a Loan or a Letter of Credit or a Mezzanine Loan (as the context permits)</p> <p>Utilisation Date means the date on which a Utilisation is made</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3712707
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN IRISH LAW DEED OF
CONFIRMATION DATED 2 FEBRUARY 2011 AND CREATED BY
MORSE OVERSEAS HOLDINGS LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO
ANY SENIOR SECURED CREDITOR 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 18 FEBRUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 FEBRUARY
2011

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES