

MG01

Particulars of a mortgage or charge



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LASERFORM

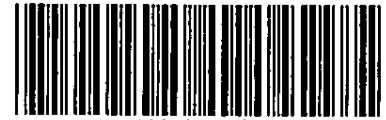
A fee is payable with this form.

We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

✓ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

X **What this form is NOT for**  
You cannot use this form to  
particulars of a charge for a  
company To do this, please  
form MG01s

MONDAY



A17 \*A953JRNO\* 47  
14/02/2011  
COMPANIES HOUSE

**1 Company details**

Company number 0 3 8 5 2 2 9 9

Company name in full Diagonal Quest 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 A confirmatory debenture dated 2 February 2011 (the **Deed**) between, among  
others, the Chargor, 2e2 Group Limited and Royal Bank of Canada Europe  
Limited as Security Agent (as defined below) relating to a debenture  
dated 10 October 2008 (as supplemented and amended from time to time)  
(the **Original Deed**) between, among others, 2e2 Group Limited, the  
Original Chargors (as defined below) and the Security Agent.

**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 Secured Creditor  
under any Secured Debt Finance Document except for  
any obligation or liability which, if it were so  
included, would result in the Deed contravening any  
law (each capitalised term as defined below) (the  
**Secured Liabilities**)

**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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	Royal Bank of Canada Europe Limited (the <b>Security Agent</b> )		
Address	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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	Please see continuation pages		

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## Particulars of a mortgage or charge

### 7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

Commission allowance  
or discount 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 *Andrew Lee*  
on behalf of the Security Agent 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 Clare Doust (0011394-0000058)

Company name Allen & Overy LLP

Address One Bishops Square

Post town

County/Region London

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 020 3088 0000



### Certificate

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



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



### Important information

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



### How to pay

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

Make cheques or postal orders payable to 'Companies House'



### Where to send

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

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

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

**For companies registered in Scotland:**

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

**For companies registered in Northern Ireland:**

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



### Further information

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

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

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

**Diagonal Quest Limited (Company Number 03852299)**

#### 1. CREATION OF SECURITY

##### 1.1 Land

##### (a) The Chargor charged

- (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use property specified in Part 1 of the Schedule (Security Assets) to this Form MG01 opposite its name, and
- (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use property

##### (b) A reference in the Deed and this Form MG01 to any freehold or leasehold property includes

- (i) all buildings, erections, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on that property owned by the Chargor, and
- (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property and any moneys paid or payable in respect of those covenants

##### 1.2 Investments

##### (a) Subject to paragraph (b) below and paragraph 2 1(b) above the Chargor charged

- (i) by way of first legal mortgage all shares in any member of the Group owned by it or held by any nominee on its behalf, this includes any specified in Part 2 of the Schedule (Security Assets) to this Form MG01 opposite its name, and
- (ii) to the extent that they are not the subject of a mortgage described in subparagraph (i) above, by way of first fixed charge its interest in all shares, stocks, debentures, bonds, warrants, coupons or other securities and investments (including all Cash Equivalent Investments) owned by it or held by any nominee on its behalf

##### (b) A reference in paragraph (a)(i) or (a)(ii) above or otherwise in the Deed and this Form MG01 to any share, stock, debenture, bond, warrant, coupon or other security or investment includes.

- (i) any dividend, interest or other distribution paid or payable, and
- (ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

in relation to that share, stock, debenture, bond, warrant, coupon or other security or investment

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#### Short particulars

- (c) The first legal mortgage created as described in paragraph (a)(i) above and the first fixed charge created as described in paragraph (a)(ii) above will not take effect in relation to any shares held by the Chargor in any Dissolution Subsidiary but will take effect as a first fixed charge over any dividend, interest or other distribution paid or payable any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise in respect of the shares held by the Chargor in any Dissolution Subsidiary

#### 1.3 Plant and machinery

The Chargor charged by way of a first fixed charge all Plant and Machinery owned by it and its interest in any Plant and Machinery in its possession

#### 1.4 Credit balances

The Chargor charged by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account it has with any person, including its Collection Accounts and Trading Accounts (if any) but excluding the Cash Management Accounts and the debt represented by that account (excluding the debt represented by the Cash Management Accounts) and the Net Balance

#### 1.5 Book debts etc.

The Chargor charged by way of a first fixed charge

- (a) all of its book and other debts,
- (b) all other moneys due and owing to it, and
- (c) the benefit of all rights, securities, negotiable instruments and guarantees of any nature enjoyed or held by it in relation to any item as described in paragraph (a) or (b) above

#### 1.6 Insurances

- (a) The Chargor assigned absolutely, subject to a proviso for re-assignment on redemption, all amounts payable to it under or in connection with each of its Insurances and all of its rights in connection with those amounts
- (b) To the extent that they are not effectively assigned as described in paragraph (a) above, the Chargor charged by way of first fixed charge all amounts and rights described in paragraph (a) above
- (c) A reference in this Subclause to any amounts excludes all amounts received or receivable under or in connection with any third party liability and business interruption Insurance and required to settle a liability of an Obligor to a third party

#### 1.7 Other contracts

- (a) The Chargor assigned absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of its Relevant Contracts

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(b) To the extent that any right described in paragraph (a) above is not assignable or capable of assignment, the assignment of that right purported to be effected as described in paragraph (a) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right

(c) To the extent that they do not fall within any other provision of Clause 3 of the Deed as set out in paragraph 2 of this Form MG01 and are not effectively assigned as described under paragraph (a) or (b) above, the Chargor charged by way of first fixed charge all of its rights under each agreement and document to which it is a party

#### 1.8 Intellectual property

The Chargor charged by way of a first fixed charge all of its rights in respect of any Intellectual Property Rights, this includes any specified in Part 7 of the Schedule (Security Assets) to this Form MG01 opposite its name

#### 1.9 Miscellaneous

The Chargor charged by way of a first fixed charge

- (a) any beneficial interest, claim or entitlement it has to any assets of any pension fund,
- (b) its goodwill,
- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset,
- (d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above, and
- (e) its uncalled capital

#### 1.10 Floating charge

- (a) The Chargor charged by way of a first priority floating charge all of its assets whatsoever and wheresoever not otherwise effectively mortgaged, charged or assigned under the Deed
- (b) Except as provided below, the Security Agent may by written notice to the Chargor convert the floating charge created by the Chargor under the Deed into a fixed charge as regards any of the Chargor's assets specified in that notice, if
  - (i) a Declared Default has occurred, or
  - (ii) the Security Agent considers in good faith those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy, or
  - (iii) the Chargor fails to comply, or takes any action which, in the reasonable opinion of the Security Agent, is likely to result in it failing to comply with its obligations under

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paragraph (a) of Clause 4 (Restrictions on dealing) of the Deed (as set out in paragraph 3 below)

- (c) The floating charge created under the Deed may not be converted into a fixed charge solely by reason of
  - (i) the obtaining of a moratorium, or
  - (ii) anything done with a view to obtaining a moratorium,
 under section 1A to the Insolvency Act 1986
- (d) The floating charge created under the Deed will (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge over all of the Chargor's assets
  - (i) if an Administrator is appointed or the Security Agent receives notice of an intention to appoint an Administrator in respect of the Chargor, or
  - (ii) on the convening of any meeting of the members of the Chargor to consider a resolution to wind the Chargor up (or not to wind the Chargor up)
- (e) The floating charge created under the Deed is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986
- (f) The giving by the Security Agent of a notice under paragraph (b) above in relation to any asset of the Chargor will not be construed as a waiver or abandonment of the Security Agent's rights to give any other notice in respect of any other asset or of any other right of any other Secured Creditor under the Deed or any other Secured Debt Finance Document

#### 1.11 General

- (a) All the Security created by or pursuant to the Deed
  - (i) is created in favour of the Security Agent,
  - (ii) is created over present and future assets of the Chargor,
  - (iii) is security for the payment, discharge and performance of all the Secured Liabilities, and
  - (iv) is made in respect of the assets subject to the Security with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (b) If the Chargor assigns or charges rights under an agreement under the Deed and the assignment or charge breaches a term of that agreement because a third party's consent has not been obtained
  - (i) the Chargor must promptly notify the Security Agent,



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(ii) the assignment or charge will not take effect in relation to all rights under that agreement until and to the extent that consent is obtained save that such assignment or charge will take effect in relation to all damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right,

(iii) unless the Security Agent (acting reasonably and having regard to the cost to the Chargor of using all reasonable endeavours to obtain such consent against the benefit to the Secured Creditors in obtaining the consent (in accordance with the Agreed Security Principles)) otherwise requires, the Chargor must, and each other Chargor must ensure that the Chargor will, use all reasonable endeavours to obtain such consent as soon as practicable, and

(iv) the Chargor (or the Parent on its behalf) must promptly upon receipt supply to the Security Agent a copy of the consent obtained by it

(c) The Security Agent holds the benefit of the Deed on trust for the Secured Creditors

## 2. RESTRICTIONS ON DEALINGS

The Chargor may not

(a) create or allow to exist any Security on any of its assets, or

(b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily dispose of all or any part of its assets,

unless permitted under the Senior Facilities Agreement and the Mezzanine Facility Agreement

## 3. CONSTRUCTION AND DEFINITIONS

### 3.1 Construction

(a) (i) Until the Senior Debt Discharge Date, capitalised terms defined in the Senior Facilities Agreement have, unless expressly defined in the Deed, the same meaning in the Deed

(ii) After the Senior Debt Discharge Date, capitalised terms defined in the Mezzanine Facility Agreement have, unless expressly defined in the Deed, the same meaning in the Deed

(b) (i) Until the Senior Debt Discharge Date, the provisions of clause 1.2 (Construction) of the Senior Facilities Agreement apply to the Deed as though they were set out in full in the Deed, except that references to the Senior Facilities Agreement will be construed as references to the Deed

(ii) After the Senior Debt Discharge Date the provisions of clause 1.2 (Construction) of the Mezzanine Facility Agreement will apply to the Deed as though they were set out in full in the Deed, except that references to the Mezzanine Facility Agreement will be

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construed as references to the Deed

- (c) Any covenant of the Chargor under the Deed remains in force during the Security Period and is given for the benefit of each Secured Creditor
- (d) The terms of the other Secured Debt Finance Documents and of any side letters between any parties in relation to any Secured Debt Finance Document (as the case may be) are incorporated in the Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in the Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989
- (e) If the Security Agent (acting reasonably) considers that an amount paid to a Secured Creditor under a Secured Debt Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of the Deed
- (f) Unless the context otherwise requires, a reference to a Security Asset includes
  - (i) any part of that Security Asset,
  - (ii) any proceeds of that Security Asset, and
  - (iii) any present and future assets of that type
- (g) A reference to a Secured Debt Finance Document is a reference to that Secured Debt Finance Document as amended from time to time
- (h) Where the Deed purports to create a first fixed Security Interest, that Security Interest will be a second ranking Security Interest ranking subject to the equivalent Security Interest created by the Original Debenture until such time as the Security Interest created by the Original Deed ceases to have effect
- (i) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Deed and the same asset or right is expressed to be assigned again under the Deed, that second assignment will take effect as a fixed charge over the right or asset and will only take effect as an assignment if the relevant security interest created by the Original Deed ceases to have effect at a time when the Deed still has effect

### 3.2 Definitions

In this Companies Form MG01

**Acceptable Bank means**

- (a) a bank or financial institution which has a rating for its long-term unsecured and non credit-enhanced debt obligations of A-1 or higher by Standard & Poor's Rating Services, F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investor Services Limited or a comparable rating from an internationally recognised credit rating agency, or

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- (b) any other bank or financial institution approved by the Facility Agent or, after the Senior Debt Discharge Date, the Mezzanine Agent

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

**Additional Borrower** means a company which becomes a Borrower in accordance with the Senior Facilities Agreement

**Additional Chargor** means a member of the Group which accedes to the Original Deed as a chargor by executing a Deed of Accession

**Additional Guarantor** means a company which becomes a Guarantor in accordance with the Senior Facilities Agreement

**Administrator** means any administrator appointed in respect of the Chargor (whether by the Security Agent, out of court or otherwise)

**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

**Agreed Security Principles** means the principles set out in Schedule 14 of the Senior Facilities Agreement

**Ancillary Document** means each document relating to or evidencing the terms of an Ancillary Facility

**Ancillary Facility** means any ancillary facility made available by an Ancillary Lender in accordance with the Senior Facilities Agreement

**Ancillary Lender** means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with the Senior Facilities Agreement

**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

**Base Currency** means Sterling

**Borrower** means an Original Borrower or an Additional Borrower

**Cash Equivalent Investments** means at any time

- (a) certificates of deposit maturing within three months after the relevant date of calculation and issued by an Acceptable Bank,
- (b) any investment in marketable debt obligations issued or guaranteed by the government of the United States of America, the United Kingdom, or any Participating Member State or by an instrumentality or agency of any of them having an equivalent credit rating, maturing within three months after the relevant date of calculation and not convertible or exchangeable to any other security,

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(c) any investment accessible within 30 days in money market funds which have a credit rating of A-1 or higher by Standard & Poor's Rating Services, F1 or higher by Fitch Rating Ltd or P-1 or higher by Moody's Investor Services Limited and which invest substantially all their assets in securities of the types described in sub-paragraphs (a) and (b) above, or

(d) any other debt security approved by the Majority Lenders,

in each case, to which any member of the Group is beneficially entitled at that time and which is not issued or guaranteed by any member of the Group or subject to any Security (other than one arising under the Transaction Security Documents)

**Cash Management Account Bank** means HSBC Bank plc or an Affiliate of HSBC Bank plc in each case in its capacity as an Ancillary Lender

**Cash Management Accounts of the Chargor** means

(a) any account specified in Schedule 7 (Cash Management Accounts) opposite its name or in any Deed of Accession by which it becomes party to this Deed in each case with a Cash Management Account Bank, and

(b) any other current, deposit or other accounts of that Chargor with a Cash Management Account Bank which are now or in the future subject to any Cash Management Arrangements,

and all balances (including all interest accrued on such balances) now or in the future standing to the credit of or accrued or accruing on those accounts and all rights related or connected thereto

**Cash Management Arrangements** means any cash pooling, netting, set-off or similar arrangement provided to a Chargor by a Cash Management Account Bank, in each case provided as an Ancillary Facility pursuant to the terms of the Senior Facilities Agreement

**Closing Date** means the first Utilisation Date.

**Collection Accounts** means in relation to the Chargor

(a) any account specified in Part 3 of the Schedule (Security Assets) of this Form MG01 opposite its name,

(b) any Holding Account and Mandatory Prepayment Account in the name of the Chargor, and

(c) any other account which the Chargor and the Security Agent have designated a Collection Account

**Commitment** means a Facility A Commitment, Facility B Commitment, Facility C Commitment or Revolving Facility Commitment

**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

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**Compliance Certificate** means a certificate substantially in the form set out in the Senior Facilities Agreement or the Mezzanine Facility Agreement (as applicable)

**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

**Default** means an Event of Default or any event or circumstance specified in Clause 28 (Events of Default) of the Senior Facilities Agreement or Clause 24 (Events of Default) of the Mezzanine Facility Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Secured Debt Finance Documents or any combination of any of the foregoing) be an Event of Default

**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

**Deed of Accession** means a deed substantially in the form set out in the Original Deed

**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

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**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,

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 B Loan** means the term loan facility made available under Facility B or the principal amount outstanding for the time being of that loan

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

**Facility C Commitment** means

(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,

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 C Loan** means the term loan facility made available under Facility C or the principal amount outstanding for the time being of that loan

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Short particulars

#### Fee Letter means

- (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

#### Finance Parties means the Senior Creditors

**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 Account means an account

- (a) held in the UK by a member of the Group with the Facility Agent or Security Agent,
- (b) identified in a letter between the Parent and the Facility Agent as a Holding Account, and
- (c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Security Agent,

(as the same may be redesignated, substituted or replaced from time to time)

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

# 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

**Intercreditor Agreement** means the intercreditor agreement dated 12 August 2008 between, among others, 2e2 Limited, the Facility Agent, the Mezzanine Agent and the Security Agent as amended from time, including by the Supplemental Intercreditor Agreement

**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

**Insurances** means any contract of insurance taken out by or on behalf of the Chargor or under which it has a right to claim (including, for the avoidance of doubt, any Key-Man Policies entered into by the Chargor)

**Intellectual Property** means

- (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of each member of the Group

**Intellectual Property Rights** means any Intellectual Property and any property set out next to the name of the Chargor in Part 7 of the Schedule (Security Assets) to this Form MG01

**Key-Man Policy** means a key-man life assurance policy (in form and substance reasonably satisfactory to the Facility Agent and with a reputable insurer) taken out and maintained by the Parent in respect of the death or disability or critical illness of the following individuals and in not less than the following respective amounts

Name of individual	Amount (£)
Terence Burt	£1,000,000
Mark McVeigh	£1,000,000

**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



**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

**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
- (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

**Liability means any present or future liability (actual or contingent), together with**

- (a) any refinancing, deferral or extension of that liability,
- (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,
- (c) any claim for damages or restitution in the event of rescission of that liability or otherwise,
- (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
- (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

**Loan means a Term Loan or a Revolving Facility Loan**

**Majority Lenders means**

- (a) (for the purposes of paragraph (a) of Clause 43.1 (Required consents) of the Senior Facilities Agreement in the context of a waiver in relation to a proposed Utilisation under the Revolving Facility (other than a Utilisation on the Closing Date) of the condition in Clause 4.2 (Further conditions precedent) of the Senior Facilities Agreement), a Lender or Lenders whose Revolving Facility Commitments aggregate more than 66⅔% of the Total Revolving Facility Commitments, and
- (b) (in any other case), a Lender or Lenders whose Commitments aggregate more than 66⅔% of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 66⅔% of the Total Commitments immediately prior to that reduction)

**Mandatory Prepayment Account means an interest-bearing account**

- (a) held in the UK by a Borrower with the Facility Agent or Security Agent,
- (b) identified in a letter between the Parent and the Facility Agent as a Mandatory Prepayment Account,

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Facility Agent and Security Agent, and</p> <p>(d) from which no withdrawals may be made by any members of the Group except as contemplated by the Senior Facilities Agreement,</p> <p>(as the same may be redesignated, substituted or replaced from time to time)</p> <p><b>Mezzanine Additional Guarantor</b> means a company which becomes a Mezzanine Guarantor in accordance with the terms of the Mezzanine Facility Agreement</p> <p><b>Mezzanine Agent</b> means Royal Bank of Canada Europe Limited as mezzanine agent for the other Mezzanine Finance Parties</p> <p><b>Mezzanine Arranger</b> means RBC Capital Markets and HSBC Bank PLC as mandated lead arrangers whether acting individually or together</p> <p><b>Mezzanine Borrower</b> means 2e2 Limited</p> <p><b>Mezzanine Closing Date Amendment Agreements</b> 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><b>Mezzanine Commitment</b> 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> <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 not cancelled, reduced or transferred by it under the Mezzanine Facility Agreement</p> <p><b>Mezzanine Creditor</b> means the Mezzanine Arranger, the Mezzanine Agent, the Mezzanine Lenders, the Hedge Counterparties and the Security Agent</p> <p><b>Mezzanine Debt</b> means all Liabilities payable or owing by any Obligor to a Mezzanine Creditor under or in connection with the Mezzanine Finance Documents</p> <p><b>Mezzanine Debt Discharge Date</b> 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>	

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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

**Mezzanine Facility** means the mezzanine loan facility made available under the Mezzanine Facility Agreement

**Mezzanine Facility Agreement** means the mezzanine facility agreement dated 12 August 2008 between, amongst others, the Parent, the Mezzanine Agent and the Security Agent as amended from time to time, including by the Mezzanine Closing Date Amendment Agreements and the Mezzanine Second Supplemental Agreement

**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

**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

**Mezzanine Finance Parties** means the Mezzanine Creditors

**Mezzanine Guarantor** means a Mezzanine Original Guarantor or a Mezzanine Additional Guarantor

**Mezzanine Lender** means

- (a) any Mezzanine Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a party to the Mezzanine Facility Agreement as a Mezzanine Lender,

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

**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

**Mezzanine Obligor** means a Mezzanine Borrower or a Mezzanine Guarantor

**Mezzanine Original Guarantor** means 2e2 Group Limited and 2e2 Limited

**Mezzanine Original Lender** means HSBC Bank PLC and Royal Bank of Canada, London Branch

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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

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

**Mezzanine Utilisation Request** means a utilisation notice substantially in the relevant form set out in the Mezzanine Facility Agreement

**Net Balance** means the net balance standing to the credit of the Cash Management Accounts determined by the relevant Cash Management Account Bank as remaining after (i) the exercise by that Cash Management Account Bank of all of its rights under the Cash Management Arrangements in respect of the Cash Management Accounts held with that Cash Management Account Bank, including its rights to set-off, make demands and enforce or (ii) the operation of all applicable insolvency laws

**Obligor** means a Senior Obligor or a Mezzanine Obligor.

**Original Borrower** means 2e2 Limited

**Original Chargor** means 2e2 Networks Limited, 2e2 Solutions Limited, 2e2 Data Management Limited, 2e2 Storage Limited, 2e2 Training Limited, 2e2 Services Limited, 2e2 Offshore Limited, 2e2 Jersey Limited, 2e2 Paperflow Limited, 2e2 Property Group Limited (formerly Compel Group Limited), Allinity Limited, 2e2 Property Limited (formerly Compel Property Limited), The Brewton Group Limited, Compelsolve Limited and 2e2 UK Limited

**Original Guarantor** means 2e2 Limited and 2e2 Group Limited

**Original Lender** means Bank of Scotland PLC, Barclays Bank PLC, HSBC Bank PLC, Lloyds TSB Bank PLC and Royal Bank of Canada, London Branch

**Parent** means 2e2 Group Limited, a company incorporated in England and Wales with registered number 4826387

**Participating Member State** means any member state of the European Communities that adopts or has adopted the euro as its lawful currency in accordance with legislation of the European Community relating to Economic and Monetary Union

**Plant and machinery** means in relation to the Chargor any plant, machinery, computers, office equipment or vehicles specified in Part 5 of the Schedule (Security Assets) to this Form MG01 opposite its name

**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

**Receiver** means an administrative receiver, a receiver and manager or a receiver, in each case, appointed under the Deed

**Relevant Contracts** means

(a) those contracts set out next to the name of the Chargor in Part 6 of the Schedule (Security Assets) to this Form MG01,

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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

- (b) any Hedging Agreement entered into by it, and
- (c) any other agreement to which the Chargor is a party and which the Chargor and the Security Agent have designated a Relevant Contract

**Resignation Letter** means a resignation letter substantially in the form set out in the Senior Facilities Agreement and Mezzanine Facility Agreement (as applicable)

**Revolving Facility** means the revolving credit facility made available under the Senior Facilities Agreement

**Revolving Facility Commitment** means

- (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
- (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,

to the extent not cancelled, reduced or transferred by it under the Senior Facilities Agreement

**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

**Secured Creditor** means a Senior Creditor or a Mezzanine Creditor as the context requires

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

**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

**Security Assets** means all assets of the Chargor the subject of the Security created under or pursuant to the Deed

**Security Period** means the period beginning on the date of the Original Deed and ending on the later of

- (a) the Senior Debt Discharge Date, and
- (b) the Mezzanine Debt Discharge Date

**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

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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

applicable)

**Senior Closing Date Amendment Agreements** means

- (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

**Senior Creditor** means the Facility Agent, the Arranger, the Security Agent, a Lender, the Issuing Bank, a Hedge Counterparty or any Ancillary Lender

**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

**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

**Senior Facilities Agreement** means the senior facilities agreement dated 12 August 2008 between, among others, the Parent, the Facility Agent and the Security Agent as amended from time to time, including by the Senior Closing Date Amendment Agreements and the Senior Second Supplemental Agreement

**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

**Senior Obligor** means a Borrower or a Guarantor

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

**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,

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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

(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

**Total Commitments** means the aggregate of the Total Facility A Commitments, the Total Facility B Commitments, the Total Facility C Commitments and the Total Revolving Facility Commitments

**Total Facility A Commitments** means the aggregate of the Facility A Commitments

**Total Facility B Commitments** means the aggregate of the Facility B Commitments

**Total Facility C Commitments** means the aggregate of the Facility C Commitments

**Total Revolving Facility Commitments** means the aggregate of the Revolving Facility Commitments

**Trading Accounts** means in relation to the Chargor

(a) any account specified in Part 4 of the Schedule (Security Assets) to this Form MG01 opposite its name, and

(b) any other account in the UK which the Chargor and the Security Agent have designated a Trading Account

**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

## 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

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

**UK** means the United Kingdom of Great Britain and Northern Ireland

**Utilisation** means a Loan or a Letter of Credit or a Mezzanine Loan (as the context permits)

**Utilisation Date** means the date on which a Utilisation is made

**Utilisation Request** means a utilisation notice substantially in the relevant form set out in the Senior Facilities Agreement



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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>SCHEDULE 1</b></p> <p><b>SECURITY ASSETS</b></p> <p><b>PART 1</b></p> <p><b>REAL PROPERTY</b></p>			
<b>Additional Chargor</b>	<b>Freehold / Leasehold</b>	<b>Description</b>	<b>Title number</b>
Diagonal Limited	Leasehold	Area C/East, Waterside House, Kirkstall Road, Leeds	WYK836670
Diagonal Limited	Leasehold	Area D/West, Waterside House, Kirkstall Road, Leeds	WYK836671
Morse Group Limited	Leasehold	19 Bedford Square, London	NGL834151
Morse Group Limited	Leasehold	Eastgate House, Ancells Business Park, Fleet	Unknown
Morse Group Limited	Leasehold	Profile West, Part Ground Floor East, Brentford, Middlesex	Unknown
Morse Group Limited	Leasehold	Fourth and Fifth Floors, Profile West, Brentford, Middlesex	Unknown
Morse Group Limited	Leasehold	Ground Floor Premises extending to 4,320 sq ft situated at Keith House, South Gyle, Edinburgh	Not applicable

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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

#### PART 2

#### SHARES

Additional Chargor	Name of company in which shares are held	Name of nominee (if any) by whom shares are held	Class of shares held	Number of shares held
Morse Limited	Morse Group Limited		Ordinary	50,000
Morse Limited	Morse Overseas Holdings Limited		Ordinary	5,000,000
Morse Limited	Morse Management Consulting Limited		Ordinary	1
Morse Limited	Xayce Limited		Ordinary	108,108
Morse Limited	Delphis (Holdings) Limited		Ordinary A	50,000,000
			Ordinary B	6,716,368
			Ordinary C	6,716,368
			Ordinary D	36,846,368
Morse Limited	ASMMC Limited		Ordinary	10,400
Morse Limited	Morse Service Holdings Limited		Ordinary	1
Morse Limited	D & C Financial Consultants Limited		Ordinary	4,000
			Ordinary B	500
Morse Limited	Diagonal Limited		Ordinary	91,322,571
Delphis (Holdings) Limited	Delphis EBT 1999 Limited		Ordinary	1
Delphis (Holdings) Limited	Wisdom Solutions Limited		Ordinary	50,001
ASMMC Limited	Fleming McGillivray & Co Limited		Ordinary	228,856
ASMMC Limited	ASMMCTwo Limited		Ordinary	100

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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

Diagonal Limited	Diagonal Consulting Limited		Ordinary	3,000,000
Diagonal Limited	Strand IT Recruitment Limited		Ordinary	5,202
Diagonal Limited	Diagonal Quest Limited		Ordinary	1
Diagonal Limited	MFT Computer Holdings Limited		Ordinary	15,472
			Ordinary A	39,091
			Ordinary AA	390,910
MFT Computer Holdings Limited	Diagonal Solutions Limited		Ordinary	10,000

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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

**PART 3**

**COLLECTION ACCOUNTS**

<b>Additional Chargor</b>	<b>Account Name</b>	<b>Account Number</b>	<b>Sort Code</b>	<b>Bank</b>	<b>Country</b>	<b>Currency</b>
Morse Group Limited	Morse Group Limited No1 Receipts	06109039	60-02-20	RBS	GBP	UK

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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

PART 4						
TRADING ACCOUNTS						
Additional Chargor	Account Name	Account Number	Sort Code	Bank	Currency	Country
Morse Limited (formerly plc)	Morse Plc	06280846	600220	RBS	GBP	UK
Morse Limited (formerly plc)	Morse Limited	41719793	400520	HSBC	GBP	UK
Morse Group Limited	Morse Grp Ltd SIBA Sterling	63558246	600220	RBS	GBP	UK
Morse Group Limited	Morse Grp Ltd Global Treasury Fund Sterling	100935	N/A	RBS	GBP	UK
Morse Group Limited	Morse Grp Ltd Global Treasury Fund Euro	100935	N/A	RBS	EUR	UK
Morse Group Limited	Morse Grp Ltd Global Treasury Fund USD	100935	N/A	RBS	USD	UK
Morse Group Limited	Morse Group Limited USD	04216172	600220	RBS	USD	UK
Morse Group Limited	Morse Group Limited EUR	06853854	600220	RBS	EUR	UK
Morse Group Limited	Morse Group Limited No2 Payments	06280072	600220	RBS	GBP	UK
Morse Group Limited	Morse Service Holdings Limited	63580381	600220	RBS	GBP	UK
Morse Group Limited	Morse Group Limited	01719882	400520	HSBC	GBP	UK
Morse Group Limited	Morse Group Limited USD	70552624	400515	HSBC	USD	UK
Morse Group Limited	Morse Group Limited EUR	70552887	400515	HSBC	EUR	UK
Morse Group Limited	Morse Group Limited (IS)	01719874	400520	HSBC	GBP	UK

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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

Diagonal Solutions Ltd	Diagonal Solutions	84250534	600846	RBS	GBP	UK
Diagonal Solutions Limited	Diagonal Solutions Limited	41720015	400520	HSBC	GBP	UK
Strand IT Recruitment Limited	Strand IT Recruitment Limited	01720112	400520	HSBC	GBP	UK
Strand IT Recruitment Ltd	Strand IT Recruitment	81252242	600846	RBS	GBP	UK
Diagonal Consulting Ltd	Diagonal Consulting	84161299	600846	RBS	GBP	UK
Diagonal Consulting Limited	Diagonal Consulting Limited	11719955	400520	HSBC	GBP	UK
Diagonal Limited	Diagonal Limited	81238045	600846	RBS	GBP	UK
Diagonal Limited	Diagonal Limited	11719963	400520	HSBC	GBP	UK
ASMMC Limited	ASMMC Limited	63638371	600220	RBS	GBP	UK
ASMMC Limited	ASMMC Limited	11719971	400520	HSBC	GBP	UK
Xayce Limited	Xayce Limited	63652056	600220	RBS	GBP	UK
Xayce Limited	Xayce Limited	31720074	400520	HSBC	GBP	UK
Morse Overseas Holdings Ltd	Morse Overseas Holdings Global Treasury Fund EUR	106025	N/A	RBS	EUR	UK
Morse Overseas Holdings Ltd	Morse Overseas Holdings EUR	66520657	600220	RBS	EUR	UK
Morse Overseas Holdings Ltd	Morse Overseas Holdings Ltd GBP	63647516	600220	RBS	GBP	UK

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

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Short particulars

Morse Overseas Holdings Ltd	Morse Overseas Holdings Limited	70552506	400515	HSBC	EUR	UK
Morse Overseas Holdings Ltd	Morse Overseas Holdings Limited	61719939	400520	HSBC	GBP	UK

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Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
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Please give the short particulars of the property mortgaged or charged
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Short particulars	
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**PART 5**

**SPECIFIC PLANT AND MACHINERY**

**Description**

None as at the date of the Deed



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Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
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Please give the short particulars of the property mortgaged or charged

Short particulars

**PART 6**

**RELEVANT CONTRACTS**

**Description**

None as at the date of the Deed

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Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
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Please give the short particulars of the property mortgaged or charged
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Short particulars	
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**PART 7**

**CASH MANAGEMENT ACCOUNTS**

None as at the date of the Deed

# 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

PART 8							
SPECIFIC INTELLECTUAL PROPERTY RIGHTS							
Mark	Territory	Registered owner	Application No.	Official No.	Application / Renewal Date	Case Status	Local Classes
MORSE	European Community	Morse Limited	661652	661652	24 Oct 1997/ 24 Oct 2007	Granted	09, 42
MORSE	European Community	Morse Limited	4210597	4210597	16 Dec 2004/ 16 Dec 2014	Granted	35, 37
MORSE	European Community	Morse Limited	5341235	5341235	27 Sep 2006/ 27 Sep 2016	Granted	35, 36, 41, 42
MORSE (stylised series mark)	United Kingdom	Morse Limited	2013254	2013254	06 Mar 1995/ 06 Mar 2015	Granted	09, 42
MORSE	United Kingdom	Morse Limited	2380505	2380505	16 Dec 2004/ 16 Dec 2014	Granted	35, 37
A2e I'll take you there (colour)	United Kingdom	Morse Group Limited	2346389	2346389	21 Oct 2003/ 21 Oct 2013	Granted	35, 37, 42
A2e We'll take you there (colour)	United Kingdom	Morse Group Limited	2346390	2346390	21 Oct 2003/ 21 Oct 2013	Granted	35, 37, 42
STRAND	European Community	Diagonal Limited	490342	490342	11 Mar 1997/ 11 Mar 2017	Granted	09, 16, 35, 41, 42
STRAND	United Kingdom	Diagonal Limited	2113724	2113724	24 Oct 1996/ 24 Oct 2016	Granted	09, 16, 35, 37, 41, 42
DIAGONAL	United Kingdom	Diagonal Limited	2113753	2113753	24 Oct 1996//24 Oct 2016	Granted	09, 16, 35, 37, 41, 42

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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

DIAGONAL	United Kingdom	Diagonal Limited	2362259	2362259	30 Apr 2004/ 30 Apr 2014	Granted	45
MORSE logo (colour)	European Community	Morse Limited	4217832	4217832	20 Dec 2004/20 Dec 2014	Granted	09, 35, 37, 42
MORSE logo (colour)	United Kingdom	Morse Limited	2380813	2380813	20 Dec 2004/ 20 Dec 2014	Granted	09, 35, 37, 42
A2e logo (colour)	United Kingdom	Morse Limited	2380814	2380814	20 Dec 2004/ 20 Dec 2014	Granted	35, 37, 42
MORSE logo (b/w)	European Community	Morse Limited	4217956	4217956	20 Dec 2004/20 Dec 2014	Granted	09, 35, 37, 42
"malta" (stylized)	European Community	Morse Limited	5658034	5658034	17 Jan 2007 / 17 Jan 2017	Granted	09, 16, 35, 36, 37, 41, 42, 45
Morse Inspiring Business	United Kingdom	Morse Limited	2443861	2443861	17 Jan 2007/ 17 Jan 2017	Granted	09, 16, 35, 36, 37, 41, 42, 45
DIAGONAL Logo (series of 2)	United Kingdom	Diagonal Limited	2362242	2362242	30 Apr 2004/ 30 Apr 2014	Granted	09, 16, 35, 37, 41, 42, 45
WISDOM & Logo (series of 2)	United Kingdom	Diagonal Limited	2362255A	2362255A	30 Apr 2004/ 30 Apr 2014	Granted	09, 16, 35, 37, 41, 42
WISDOM	United Kingdom	Diagonal Limited	2362255B	2362255B	30 Apr 2004/ 30 Apr 2014	Granted	09, 16, 35, 37, 41, 42
DIAGONAL & Logo (series of 2)	United Kingdom	Diagonal Limited	2405001	2405001	26 Oct 2005/ 26 Oct 2015	Granted	09, 16, 35, 37, 41, 42, 45

# 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

STRAND & Logo (series of 2)	United Kingdom	Diagonal Limited	2408675	2408675	09 Dec 2005/ 09 Dec 2015	Granted	09, 16, 35, 37, 41, 42, 45
DIAGONAL	European Community	Diagonal Limited	3818168	3818168	30 Apr 2004/ 30 Apr 2014	Granted	45
DIAGONAL Logo	European Community	Diagonal Limited	3818176	3818176	30 Apr 2004/ 30 Apr 2014	Granted	09, 16, 35, 37, 41, 42, 45
DIAGONAL & Logo	European Community	Diagonal Limited	4721635	4721635	26 Oct 2005, 26 Oct 2015	Granted	09, 16, 35, 37, 41, 42, 45
STRAND & Logo	European Community	Diagonal Limited	4801098	4801098	09 Dec 2005/ 09 Dec 2015	Granted	09, 16, 35, 37, 41, 42, 45



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

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

**COMPANY NO. 3852299  
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A CONFIRMATORY DEBENTURE  
DATED 2 FEBRUARY 2011 AND CREATED BY DIAGONAL  
QUEST LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM EACH OBLIGOR TO ANY 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  
14 FEBRUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 FEBRUARY  
2011



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES