

MG01

Particulars of a mortgage or charge

027870/13

Oyez

A fee is payable with this form.

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

Please see 'How to pay' on the last page

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

☐ **What this form is NOT for**  
You cannot use this form to re-  
gister particulars of a charge for a S  
company. To do this, please use  
form MG01s

MONDAY



LD2 17/10/2011 28

COMPANIES HOUSE

**1 Company details**

Company number 04219982

Company name in full XUK Holdco (No 2) Limited (the 'Pledgor')

For official use  
**Filing in this form**  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

**2 Date of creation of charge**

Date of creation 29/09/2011

**3 Description**

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

Description Financial Securities Account Pledge Agreement (the 'Agreement')

**4 Amount secured**

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

Amount secured The execution of all payment obligations, present  
or future, from time to time due or capable of  
becoming due to the Security Agent by the Pledgor  
in its capacity as Obligor under clause 27.2  
(Parallel Debt) of the Facilities Agreement,  
whether such obligations be actual or contingent,  
joint or several, in its capacity as principal or  
as guarantor, and for a sum not exceeding GBP  
95,000,000 in principal, plus any interest, default  
interest, commissions, fees and additional costs  
calculated in accordance with the Facilities  
Agreement (the 'Secured Obligations')

Except as otherwise expressly defined, all  
capitalised terms and expressions used in this Form  
MG01 shall have the meanings given to them in  
section 6 of this Form MG01.

**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	
Name	Lloyds TSB Bank plc (the 'Security Agent')
Address	10 Gresham Street London
Postcode	E C 2 V 7 A E
Name	
Address	
Postcode	

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

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

Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>As security for the due, full and punctual payment of the Secured Obligations, the Pledgor pledged in favour of the Security Agent, who accepted the same, the Financial Securities Account, the Special Bank Account, the Existing Financial Securities and any income and proceeds denominated in any currency (<i>fruits et produits en toute monnaie</i>) arising from the Financial Securities in accordance with article L. 211-20 of the French <i>Code monétaire et financier</i></p> <p>Pursuant to the provisions of article L. 211-20 of the French <i>Code monétaire et financier</i>, the Pledgor acknowledged that all rights of the Pledgor in respect of any New Securities (including any income and proceeds denominated in any currency arising from such New Securities (<i>fruits et produits en toute monnaie</i>)) shall automatically become subject to the Pledge created over the Financial Securities Account without the need for any other formality</p> <p>Any income and proceeds denominated in any currency (<i>fruits et produits en toute monnaie</i>) arising from the Existing Financial Securities shall be immediately credited to the Special Bank Account which shall be deemed to be part of the Financial Securities Account in accordance with article L. 211-20 III of the French <i>Code monétaire et financier</i>.</p> <p>CONTINUED ON FOUR CONTINUATION SHEETS</p>

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

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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

Zero

### 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 870).

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

### 9 Signature

Please sign the form here

Signature

Signature

X Freshfields Bruckhaus Deringer LLP X

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

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## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name

Xin Zhang

Company name

Freshfields Bruckhaus Deringer LLP

Address

65 Fleet Street

London

England

Post town

United Kingdom

County/Region

Postcode

E C 4 Y 1 H S

Country

DX

DX 23 London/Chancery Lane

Telephone

020 7936 4000



### 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	<b>Short particulars of all the property mortgaged or charged</b> Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>CONTINUATION PAGE 1 OF 4</p> <p>Subject to what is expressly authorised under the Finance Documents, the Pledgor undertook to the Security Agent for as long as the Pledge remains in full force and effect that it will not, except when permitted under the Finance Documents, or with the prior consent of the Security Agent (i) sell, assign, transfer, exchange or otherwise dispose of, or grant any option with respect to the Financial Securities, or (ii) incur or create or permit to subsist any third party interests (including any encumbrance, pre-emptive right, option or similar arrangement) with respect to the Financial Securities, the Special Bank Account or the monies credited thereto.</p> <p>Subject to what is expressly authorised under the Finance Documents, the Pledgor undertook to the Security Agent for as long as the Pledge remains in full force and effect to take reasonable actions as the Security Agent may request, in order to render the pledge created pursuant to the Agreement enforceable and enable the Security Agent to preserve and exercise at any time the rights which they benefit by virtue of any laws or the Agreement.</p> <p>In this MG01 from:</p> <p><b>'Additional Borrower'</b> means a company which becomes an Additional Borrower in accordance with Clause 26 (Changes to the Obligors) of the Facilities Agreement.</p> <p><b>'Additional Guarantor'</b> shall mean a company which becomes an Additional Guarantor in accordance with Clause 26 (Changes to the Obligors) of the Facilities Agreement.</p> <p><b>'Affiliate'</b> 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><b>'Agent'</b> means Lloyds TSB Bank plc</p> <p><b>'Bank Account Holder'</b> means the authorised intermediary or credit institution identified in the Statement of Pledge, in the books of which the Special Bank Account is opened.</p> <p><b>'Borrower'</b> means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 26 (Changes to the Obligors) of the Facilities Agreement.</p> <p><b>'Company'</b> means Xchanging Procurement Services Europe, a société par actions simplifiée incorporated under the laws of France, with a share capital of EUR 44,000, having its registered office at 34-36 rue Guersant, 75017 Paris (France), registered with the Trade and Companies Register of Paris under number 432 272 839.</p>	

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Particulars of a mortgage or charge



6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>CONTINUATION PAGE 2 OF 4</p> <p><b>'Enterprise Partnership'</b> means: (a) each of Ins-sure Holdings Ltd (Registered No. 4202239), Xchanging etb GmbH (Registered No. HRB58599), Xchanging Claims Services Limited (Registered No. 4306133), Xchanging Broking Services Limited (Registered No. 5879221) and any of their Subsidiaries (as defined in Section 1162 of the Companies Act 2006), (b) Cambridge Solutions Limited and its Subsidiaries; (c) Kedrios S.p.A., a company incorporated under the laws of Italy, (d) any other joint venture entity (whether a company, unincorporated firm, undertaking, association, partnership or any other entity) entered into by one or more members of the Group and which: (i) is managed or controlled by a member of the Group, and (ii) uses technology or people or assets transferred to it by a member of the Group and/or the Partner to provide services to the Partner or any Subsidiary or Affiliate of the Partner; and (e) any Subsidiary (as defined in Section 1162 of the Companies Act 2006) of a joint venture entity referred to in paragraph (a) through to (c) above, provided that any entity described in paragraphs (a) to (e) or any joint venture entity which becomes a wholly owned Subsidiary (as defined in Section 1162 of the Companies Act 2006) of a member of the Group pursuant to Clause 23.10(b) of the Facilities Agreement does not fall within this definition. For the purposes of this definition only, a member of the Group and members of the Group shall also include: (i) any joint venture entity that satisfies the requirements of paragraph (d) above, and (ii) any entity referred to in paragraph (e) above</p> <p><b>'Existing Financial Securities'</b> means any Shares.</p> <p><b>'Facilities Agreement'</b> means the credit agreement governed by English law, entitled £95,000,000 Term Loan and Revolving Credit Agreement originally dated 1 March 2007 as amended and restated on 3 October 2008, as further amended on 24 June 2009, as further amended and restated on 31 July 2009 and as further amended and restated on 29 July 2011 and entered into between, inter alia, Xchanging UK Limited as Company (as defined in the Facilities Agreement), Xchanging plc as Parent, the Parent and the Subsidiaries of the Parent named therein as Original Borrowers and Original Guarantors, Lloyds TSB Bank plc, Barclays Capital, The Royal Bank of Scotland plc, HSBC Bank plc and DBS Bank Ltd, London branch as Arrangers (as defined in the Facilities Agreement), the financial institutions named therein as Original Lenders (as defined in the Facilities Agreement), Lloyds TSB Bank plc as Agent and Issuing Bank (as defined in the Facilities Agreement) and Lloyds Bank plc as Security Agent, the Lenders (as defined in the Facilities Agreement).</p>

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Particulars of a mortgage or charge



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

Please give the short particulars of the property mortgaged or charged

Short particulars

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**'Finance Document'** means the Facilities Agreement, the Amendment Letter (as defined in the Facilities Agreement), the First Amendment and Restatement Agreement (as defined in the Facilities Agreement), the Second Amendment and Restatement Agreement (as defined in the Facilities Agreement), the Third Amendment and Restatement Agreement (as defined in the Facilities Agreement), any Fee Letter (as defined in the Facilities Agreement), any Accession Letter (as defined in the Facilities Agreement), any Resignation Letter (as defined in the Facilities Agreement), any Selection Notice (as defined in the Facilities Agreement), any Utilisation Request (as defined in the Facilities Agreement), any Compliance Certificate (as defined in the Facilities Agreement), any Security Document (as defined in the Facilities Agreement) and any other document designated as such by the Agent and the Parent.

**'Financial Securities'** means any Existing Financial Securities and any New Securities credited to the Financial Securities Account from time to time in accordance with the provisions of article L. 211-20 of the French Code monétaire et financier (French Monetary and Financial Code).

**'Financial Securities Account'** means the financial securities account (compte de titres financiers) identified in the Statement of Pledge, opened in the name of the Pledgor in the books held by the Securities Account Holder and to which the Existing Financial Securities have been credited in accordance with the terms of the Agreement.

**'Group'** means the Parent and its Subsidiaries for the time being

**'Guarantor'** means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 26 (Changes to the Obligors) of the Facilities Agreement.

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

**'New Securities'** means any and all securities which the Pledgor shall have received or become entitled to receive in substitution for, or in addition to, the Existing Financial Securities by way of exchange, consolidation, division, free allotment, subscription of securities issued by the Company or otherwise, in accordance with the provisions of article L. 211-20 of the French Code monétaire et financier.

**'Obligor'** means a Borrower or a Guarantor.

**'Original Borrower'** means the Parent and the Subsidiaries of the Parent listed in Part A of Schedule 1 of the Facilities Agreement as borrowers (together, the "Original Borrowers").

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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

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**'Original Guarantor'** means the Parent and the Subsidiaries of the Parent listed in Part A of Schedule 1 of the Facilities Agreement as guarantors (together the "Original Guarantors").

**'Parent'** means Xchanging plc (registered in England and Wales No 5819018).

**'Partner'** means any party to an Enterprise Partnership that is not a member of the Group.

**'Pledge'** means the first ranking pledge (nantissement) created over the Financial Securities Account and the Special Bank Account and resulting from the Agreement

**'Securities Account Holder'** means the Company.

**'Shares'** means the 44,000 shares identified in the Statement of Pledge, representing all 100% of the shares issued by the Company and owned by the Pledgor.

**'Special Bank Account'** means the special bank account identified in the Statement of Pledge, opened in the name of the Pledgor in the books of the Bank Account Holder.

**'Statement of Pledge'** means a déclaration de nantissement de compte de titres financiers substantially in the form set out in Annex 1 of the Agreement.

**'Subsidiaries'** means. (1) for the purposes of Clauses 21 (Information Undertakings) and 22 (Financial Covenants) only of the Facilities Agreement, a subsidiary undertaking within the meaning of Section 1162 of the Companies Act 2006, and (2) for the purpose of all other clauses of the Facilities Agreement, a subsidiary within the meaning of Section 1159 of the Companies Act 2006, provided that, for the avoidance of doubt, an Enterprise Partnership shall only be a Subsidiary for the purpose of this paragraph (2) if it is wholly owned by one or more member(s) of the Group.





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

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

**COMPANY NO. 4219982  
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A FINANCIAL SECURITIES  
ACCOUNT PLEDGE AGREEMENT DATED 29 SEPTEMBER 2011  
AND CREATED BY XUK HOLDCO (NO. 2) LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY IN ITS CAPACITY AS OBLIGOR TO LLOYDS TSB  
BANK PLC (THE SECURITY AGENT) ON ANY ACCOUNT  
WHATSOEVER NOT EXCEEDING GBP 95,000,000 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  
17 OCTOBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 OCTOBER  
2011

*P*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES