

MG01

Particulars of a mortgage or charge



231260/13

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

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19/10/2012

#369

COMPANIES HOUSE

1 Company details

Company number 0 4 6 2 0 8 0 3

Company name in full CITCO FUND SERVICES (LONDON) LIMITED (the **Chargor**)

1 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 d3 m1 m0 y2 y0 y1 y2

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 security agreement dated 3 October 2012 between the Chargor and UBS AG,
Stamford Branch (the **Collateral Agent**) as agent and trustee for the
Secured Parties (as defined below) (the **Security Agreement**)

4 Amount secured

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

Amount secured

4CT)
+
(p)
The principal of, premiums (if any) with respect to, and
interest on, the Loans (as defined below) and any and all other
obligations and indebtedness of any of the Obligors (as defined
below) to the Secured Parties (as defined below) or any of
them, whether direct or indirect, absolute or contingent, due
or to become due or now existing or hereafter arising or
incurred, in each case, under the Credit Agreement (as defined
below) or any other Loan Document (as defined below), or any
obligation under any Secured Hedge Agreement (as defined below)
permitted by the Credit Agreement, all as amended from time to
time, including, without limitation, any and all reimbursement
obligations, and any and all other fees, premiums or penalties,
except for any obligation or liability which, if it were so
included, would result in the Security Agreement contravening
any law (including section 678 or section 679 of the Companies
Act 2006) (the **Secured Liabilities**)

Continuation page

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

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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 UBS AG, STAMFORD BRANCH

Address 677 WASHINGTON BLVD , STAMFORD

Postcode C T 0 6 9 0 1

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 See continuation sheet

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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 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

Aller & Overy LLP

X

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

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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 GTB/LLEW/0034993-0002466

Company name ALLEN & OVERY LLP

Address ONE BISHOPS SQUARE

Post town LONDON

County/Region

Postcode E 1 6 A D

Country

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 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

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1. CREATION OF SECURITY

1.1 General

- (a) All the Security created under the Security Agreement
- (i) is created in favour of the Collateral 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 with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (b) The Collateral Agent holds the benefit of the Security Agreement on trust for the Secured Parties
- (c) The fact that no or incomplete details of any Security Asset are inserted in the definition of **Security Accounts** in this Form MG01 does not affect the validity or enforceability of the Security

1.2 SECURITY ACCOUNTS

The Chargor charges by way of first fixed charge all of its rights in respect of any amount outstanding to the credit of any Security Account and the debt represented by it

1.3 FLOATING CHARGE

- (a) The Chargor charges by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under paragraph 1 2 above
- (b) Except as provided below, the Collateral Agent may by notice to the Chargor convert the floating charge created by this paragraph 1 3 into a fixed charge as regards any of the Chargor's assets specified in that notice, if
- (i) an Enforcement Event has occurred and is continuing, or
 - (ii) any person takes any formal legal steps to effect any seizure or sale under any form of distress, attachment, execution or expropriation in respect of those assets
- (c) The floating charge created by this paragraph 1 3 may not be converted into a fixed charge solely by reason of

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(1) the obtaining of a moratorium, or

(ii) anything done with a view to obtaining a moratorium,

under section 1A of the Insolvency Act 1986

(d) The floating charge created by this paragraph 1 3 will automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the Collateral Agent receives notice of an intention to appoint an administrator

(e) The floating charge created by this paragraph 1 3 is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

2. RESTRICTIONS ON DEALINGS

Unless otherwise prohibited by the Credit Agreement the Chargor may 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

3. RESTRICTED CREDIT BALANCES

3.1 Withdrawals

Prior to the occurrence of an Enforcement Event the Chargor shall (subject to the terms of the Credit Agreement) be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Security Account

In this Form MG01

Accepting Lender has the meaning given to that term in the Credit Agreement

Account Bank means, in relation to the Security Account, the bank with which the Security Account is maintained

Accounting Standards means international accounting standards within the meaning of IFRS

Additional Facility Amendment has the meaning given to that term in the Credit Agreement

Additional Guarantor means a Group Member which becomes a Guarantor after the date of the Credit Agreement in accordance with the Credit Agreement

Additional Lender has the meaning given to that term in the Credit Agreement

Additional Security Documents has the meaning given to that term in the

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Credit Agreement

Additional Term Commitment has the meaning given to that term in the Credit Agreement

Additional Term Loan has the meaning given to that term in the Credit Agreement

Additional Term Loan Lender means a Lender having an Additional Term Commitment or Additional Term Loans at such time

Administrative Agent means UBS AG, Stamford Branch in its capacity as administrative agent under any of the Loan Documents or any successor administrative agent

Affiliate means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified

Arranger means UBS Securities LLC and Deutsche Bank Securities, Inc

Borrower means Citco Funding LLC

Capitalized Leases means all leases that have been or should be, in accordance with the Accounting Standards, recorded as capitalized leases on a balance sheet of the lessee, except of leases that would constitute operating leases in accordance with the Accounting Standards as such are in effect on the Closing Date

Closing Date means 29 June 2011

Collateral Documents means, collectively, the Initial Security Documents and any Additional Security Document

Company means Citco III Limited

Control means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise **Controlling** and **Controlled** have meanings correlative thereto

Credit Agreement means the term loan agreement dated 29 June 2011 between, amongst others, Citco III Limited as the Company, Citco Funding, LLC as the Borrower, the other guarantors party thereto from time to time, the lenders from time to time party thereto, UBS AG, Stamford Branch as the Administrative Agent and the Collateral Agent, UBS Securities, LLC and Deutsche Bank Securities, Inc as joint lead arrangers and joint book running managers and Deutsche Bank Securities, Inc as syndication agent including all amendments, supplements, novations, restatements, amendment and restatements and/or re-enactments

Disqualified Lender means those Persons identified the Arranger prior to the date of the Credit Agreement

Enforcement Event means (a) the occurrence of an Event of Default which has resulted in a notice being served by the Administrative Agent under and in

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accordance with the Credit Agreement or (b) in respect of the Borrower, the occurrence of any event or circumstance specified as such in the Credit Agreement.

Event of Default means the occurrence of any event or circumstance specified in Section 8.01 of the Credit Agreement

Existing Swap means the existing interest rate swap agreement dated 23 May 2007 between the Company and UBS AG, London Branch

Governmental Authority means any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government

Group Member means any of the Company and its Subsidiaries other than any member of the Amathea Group, and Group Members means all of them, collectively

Guarantors means, collectively, the Additional Guarantors and the Original Guarantors

Hedge Bank means the provider of the Existing Swap and any Person that is a Lender or Arranger or an Affiliate of a Lender or Arranger at the time that it becomes a party to a Secured Hedge Agreement, in its capacity as a party to such Secured Hedge Agreement

IFRS means the International Financial Reporting Standards as adopted by the European Union, as amended

Initial Security Documents means those collateral documents identified as such in the Credit Agreement

Lender means each lender from time to time party to the Credit Agreement and, as the context requires, includes any Additional Lender, provided that no Disqualified Lender shall be a Lender

Lien means any mortgage, pledge, hypothecation, assignment for security, deposit arrangement, encumbrance, lien (statutory or any other), charge, or preference or other security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any Capitalized Lease, but excluding operating leases

Loan means an extension of credit by a Lender to the Borrower under the terms of the Credit Agreement in the form of a Term Loan or an Additional Term Loan

Loan Documents means, collectively, (a) the Credit Agreement, (b) each Additional Facility Amendment, (c) the Notes, (d) the Collateral Documents and (e) each Loan Modification Agreement

Loan Modification Agreement means a Loan Modification Agreement in form and substance reasonably satisfactory to the Administrative Agent, the Company, the other Obligor and one or more Accepting Lenders

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Note means a Term Note

Obligor means a Borrower or a Guarantor

Original Guarantor means each of the persons specified as such in Schedule 1 01A of the Credit Agreement

Person means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity

Secured Hedge Agreement means any Swap Contract permitted under the Credit Agreement that is entered into by and between the Company or any of the Group Members and any Hedge Bank and the Existing Swap

Secured Parties means, collectively, the Administrative Agent, the Collateral Agent, the Lenders, the Hedge Banks, the Supplemental Administrative Agent and each co-agent or sub-agent appointed by the Administrative Agent from time to time in accordance with the Credit Agreement

Security means any Lien created, evidenced or conferred by the Security Agreement

Security Account means the bank accounts listed below and includes

- (a) if there is a change of Account Bank, any account into which all or part of a credit balance from a Security Account is transferred, and
- (b) any account which is a successor to a Security Account on any re-numbering or re-designation of accounts and any account into which all or part of a balance from a Security Account is transferred for investment or administrative purposes

Account Holder	Account Bank	Sort Code	Account Number	Currency
Citico Fund Services (London) Limited	Barclays Bank PLC	203253	70853712	GBP
Citico Fund Services (London) Limited	Barclays Bank PLC	203253	86541699	GBP

Security Assets means all assets of the Chargor that are the subject of any security created under the Security Agreement

Subsidiary of a Person means a corporation, partnership, joint venture, limited liability company or other business entity (a) of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than

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securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned by such Person, or (b) the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person and, in the case of this clause (b) which is treated as a consolidated subsidiary for accounting purposes Unless otherwise specified, all references herein to a **Subsidiary** or to **Subsidiaries** shall refer to a Subsidiary or Subsidiaries of the Company

Supplemental Administrative Agent has the meaning specified in the Credit Agreement and **Supplemental Administrative Agents** shall have the corresponding meaning

Swap Contract means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward contracts, futures contracts, equity or equity index swaps or options, bond or bond price or forward bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, repurchase agreements, reverse repurchase agreements, sell buy backs and buy sell back agreements, and securities lending and borrowing agreements or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc, any International Foreign Exchange Master Agreement, or any other master agreement or related schedules, including any such obligations or liabilities arising therefrom and (c) the Existing Swap

Term Commitment means, (a) as to each Term Lender, its obligation to make a Term Loan to the Borrower pursuant to the terms of the Credit Agreement in an aggregate amount not to exceed the amount set forth opposite such Term Lender's name in Schedule 2.01 of the Credit Agreement under the caption "Term Commitment" or in the form of assignment and assumption appended to the Credit Agreement pursuant to which such Term Lender becomes a party thereto, as applicable, as such amount may be adjusted from time to time in accordance with the Credit Agreement or (b) an Additional Term Commitment, as the case may be, and **Term Commitments** means all of them, collectively

Term Lender means, at any time, any Lender that has a Term Commitment or is a Term Lender or an Additional Term Loan Lender, as the case may be, and **Term Lenders** means all of them, collectively

Term Loan means a Loan made pursuant to the Credit Agreement or an Additional Term Loan, and **Term Loans** means all of them, collectively

Term Note means a promissory note of the Borrower payable to any Term Lender or its registered assigns, in substantially the form as set out in the Credit Agreement, evidencing the aggregate indebtedness of the Borrower to such Term Lender resulting from the Term Loans made by such Term Lender



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4620803
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 3
OCTOBER 2012 AND CREATED BY CITCO FUND SERVICES
(LONDON) LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM ANY OF THE OBLIGORS TO THE SECURED
PARTIES OR ANY OF THEM ON ANY ACCOUNT WHATSOEVER
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 19 OCTOBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 OCTOBER
2012



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES