

# MG01

## Particulars of a mortgage or charge

10 0353/208



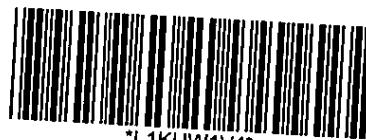
### A fee is payable with this form

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 for**  
You cannot use this form to register  
particulars of a charge on a  
company. To do this you must use  
form MG01s

FRIDAY



LD2 02/11/2012 #111  
COMPANIES HOUSE

ase  
v uk

### 1 Company details

Company number 0 4 9 6 8 3 2 8

Company name in full Callcredit Information Group Limited  
(the "Chargor")

**3** 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 d2 d6 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 Debenture (the "Deed")

### 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 alone or in any other  
capacity whatsoever) of each present or future  
member of the Group to the Security Agent and/or  
the other Secured Parties (or any of them) under or  
pursuant to any Finance Document (including all  
monies covenanted to be paid under the Deed)  
("Secured Obligations")

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

MG01

Particulars of a mortgage or charge

5

**Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

**Continuation page**

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

Name	GE Corporate Finance Bank SAS									
Address	8-10 Throgmorton Avenue									
	London									
Postcode	E	C	2	N		2	D	L		
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	<p><b>1. GRANT OF SECURITY</b></p> <p><b>1.1 Nature of security</b></p> <p>All Security and dispositions created or made by or pursuant to the Deed are created or made</p> <p>(a) in favour of the Security Agent;</p> <p>(b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and</p> <p>(c) as continuing security for payment of the Secured Obligations.</p> <p><b>1 2 Qualifying floating charge</b></p> <p>Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986)</p> <p><b>2 FIXED SECURITY</b></p> <p><b>2 1 Fixed charges</b></p> <p>The Chargor charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest</p> <p>(a) by way of first legal mortgage:</p> <p>(1) the Real Property (if any) specified in part 1 of the schedule hereto (<i>Details of Security Assets</i>); and</p> <p>(11) all other Material Property (if any) at the date of the Deed vested in, or charged to, the Chargor (not charged by clause 4.1(a)(1) of the Deed);</p>
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# MG01

## Particulars of a mortgage or charge

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

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

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

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

Commission, allowance or discount Nil

### 8 Delivery of instrument

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

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

**MG01**

Particulars of a mortgage or charge

**Presenter information**

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

Contact name Michael Tanner

Company name DLA Piper UK LLP

Address 3 Noble Street

London

Post town

County/Region

Postcode E C 2 V 7 E E

Country

DX DX 33866 Finsbury Square

Telephone 08700 111 111 UDR 45985826

**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)

# 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

- (b) by way of first fixed charge
  - (1) all other Material Property and all interests in Real Property (not charged by clause 4 1(a) of the Deed),
  - (11) in respect of any Material Property, all licences to enter upon or use land and the benefit of all other agreements relating to land; and
  - (111) the proceeds of sale of all Real Property,
- (c) by way of first fixed charge all plant and machinery (not charged by clause 4 1(a) or 4.1(b) of the Deed) and the benefit of all contracts, licences and warranties relating to the same;
- (d) by way of first fixed charge.
  - (1) all computers, vehicles, office equipment and other equipment (not charged by clause 4 1(c) of the Deed), and
  - (11) the benefit of all contracts, licences and warranties relating to the same,

other than any which are for the time being part of any Chargor's stock-in-trade or work-in-progress;
- (e) by way of first fixed charge
  - (1) the Charged Securities referred to in part 2 of the schedule hereto (*Details of Security Assets*), and
  - (11) all other Charged Securities (not charged by clause 4 1(e)(1) of the Deed),

in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,
- (f) by way of first fixed charge
  - (1) the Cash Collateral Accounts and all monies at any time standing to the credit of the Cash Collateral Accounts,
  - (11) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts; and
  - (111) all accounts of the Chargor with any bank, financial institution or other person at any time (not charged by clauses 4 1(f)(1) or 4 1(f)(11) of the Deed) and all monies at any time standing to the credit of such accounts,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;
- (g) by way of first fixed charge:
  - (1) the Intellectual Property (if any) specified in part 4 of the schedule hereto (*Details of Security Assets*), and
  - (11) all other Intellectual Property (if any) (not charged by clause 4 1(g)(1) 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	<p>(h) to the extent that any Assigned Asset is not effectively assigned under clause 4.2 (<i>Security assignments</i>) of the Deed, by way of first fixed charge such Assigned Asset;</p> <p>(i) by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed):</p> <p>(1) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Chargor or the use of any of its assets, and</p> <p>(11) any letter of credit issued in favour of the Chargor and all bills of exchange and other negotiable instruments held by it, and</p> <p>(j) by way of first fixed charge all of the goodwill and uncalled capital of the Chargor.</p> <p><b>2.2 Security assignments</b></p> <p>The Chargor assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to</p> <p>(a) the Relevant Contracts to which it is party, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them,</p> <p>(b) each of the following</p> <p>(1) each present and future Key-man Policy,</p> <p>(11) all Insurances specified in part 6 of the schedule hereto (<i>Details of Security Assets</i>), and</p> <p>(111) all other Insurances (not assigned by clauses 4.2(b)(1) or 4.2(b)(11) of the Deed),</p> <p>and all claims under the Insurances and all proceeds of the Insurances; and</p> <p>(c) all other Receivables (not assigned under clauses 4.2(a) or 4.2(b) of the Deed).</p> <p>To the extent that any Assigned Asset described in clause 4.2(b) of the Deed is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Chargor to any proceeds of such Insurances.</p> <p><b>2.3 Assigned Assets</b></p> <p>The Security Agent is not obliged to take any steps necessary to preserve any Assigned Asset, to enforce any term of a Relevant Contract against any person or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to the Deed.</p> <p><b>2.4 Leases Restricting Charging</b></p> <p>(a) There shall be excluded from the mortgages and charges created by clause 4.1 (<i>Fixed charges</i>) of the Deed and from the operation of clause 20 (<i>Further assurances</i>) of the Deed any leasehold property held by the Chargor under a lease which precludes absolutely the Chargor from creating any charge over its leasehold interest in that property (each an "<b>Excluded Property</b>") until the relevant condition or waiver has been</p>

# MG01 – continuation page

## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

satisfied or obtained

#### 2 5 Intellectual Property Restricting Charging

- (a) There shall be excluded from the charge created by clause 4.1 (Fixed charges) of the Deed and from the operation of clause 20 (Further Assurances) of the Deed any Intellectual Property in which the Chargor has an interest under any licence or other agreement which precludes absolutely the Chargor from creating any charge over its interest in that Intellectual Property (each an "Excluded Intellectual Property") until the relevant condition or waiver has been satisfied or obtained.

#### 3. FLOATING CHARGE

The Chargor charged and agreed to charge by way of first floating charge all of its present and future

- (a) assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 4.1 (Fixed charges), clause 4.2 (Security assignments) or any other provision of the Deed, and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland

#### 4 CONVERSION OF FLOATING CHARGE

##### 4.1 Conversion by notice

The Security Agent may, by written notice to the Chargor, convert the floating charge created under the Deed into a fixed charge as regards all or any of the assets of the Chargor specified in the notice if

- (a) an Event of Default has occurred and is continuing, or
- (b) the Security Agent in good faith considers any Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other similar or analogous legal process or to be otherwise in jeopardy, provided that, in relation to sub-clause 6.1(b) of the Deed, the Security Agent only converts the floating charge over the relevant endangered Security Asset into a fixed charge.

##### 4.2 Small companies

The floating charge created under the Deed by the Chargor shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Chargor.

##### 4.3 Automatic conversion

The floating charge created under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge:

- (a) in relation to any Security Asset which is subject to a floating charge if:
- (1) the Chargor creates (or attempts or purports to create) any Security (other than a Permitted Security) on or over the relevant Security Asset without the prior written consent of the Security Agent; or
- (11) any third party levies or attempts to levy any distress,

# MG01 – continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
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Short particulars	<p>execution, attachment or other legal process against any such Security Asset, and</p> <p>(b) over all Security Assets of the Chargor which are subject to a floating charge if an administrator is appointed in respect of the Chargor or the Security Agent receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986)</p> <p><b>4.4 Scottish property</b></p> <p>Clause 6.3 (<i>automatic conversion</i>) of the Deed will not apply to any assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion.</p> <p><b>4 5 Partial conversion</b></p> <p>The giving of a notice by the Security Agent pursuant to clause 6 1 (<i>Conversion by notice</i>) of the Deed in relation to any class of assets of the Chargor shall not be construed as a waiver or abandonment of the rights of the Security Agent to serve similar notices in respect of any other class of assets or of any other right of the Security Agent and/or the other Secured Parties.</p> <p><b>5 CONTINUING SECURITY</b></p> <p><b>5 1 Continuing security</b></p> <p>The Debenture Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part The Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.</p> <p><b>5.2 Additional and separate security</b></p> <p>The Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Security Agent and/or any other Secured Party may at any time hold for any Secured Obligation.</p> <p><b>5.3 Right to enforce</b></p> <p>The Deed may be enforced against the Chargor without the Security Agent and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them</p> <p><b>6. LIABILITY OF CHARGOR RELATING TO SECURITY ASSETS</b></p> <p>Notwithstanding anything contained in the Deed or implied to the contrary, the Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. The Security Agent is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.</p> <p><b>7. ACCOUNTS</b></p> <p>No monies at any time standing to the credit of any account (of any type and however designated) of the Chargor with the Security Agent and/or any other Secured Party (or any of them) or in which the Chargor has an interest (and no rights and benefits relating thereto)</p>



# MG01 – continuation page

## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

shall be assigned to any person other than a Secured Party.

#### 8 UNDERTAKINGS BY THE CHARGOR

##### 8.1 Negative pledge and Disposals

The Chargor shall not do or agree to do any of the following without the prior written consent of the Security Agent

- (a) create or permit to subsist any Security or Quasi-Security on any Security Asset other than as created by the Deed and except for a Permitted Security or a Permitted Transaction as permitted by the Senior Facilities Agreement, or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset (except as permitted by the Senior Facilities Agreement).

##### 8.2 Security Assets generally

Each Chargor shall:

- (a) not, except with the prior written consent of the Security Agent, enter into any onerous or restrictive obligation affecting any Security Assets (except as expressly permitted under the Senior Facilities Agreement) where to do so has or is reasonably likely to have a Material Adverse Effect; and
- (b) not do, cause or permit to be done anything which may in any way materially depreciate, jeopardise or otherwise materially prejudice the value or marketability of any Security Asset (or make any omission which has such an effect)

##### 8.3 Real Property undertakings - maintenance

- (a) The Chargor shall maintain all buildings and erections forming part of the Security Assets in a good state of repair (ordinary wear and tear excepted).
- (b) The Chargor shall not, except with the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed) or as expressly permitted under the Senior Facilities Agreement:
  - (i) confer on any person any lease or tenancy of any of the Material Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power);
  - (ii) confer on any person any right or licence to occupy any land or buildings forming part of the Material Property, or
  - (iii) grant any licence to assign or sub-let any part of the Material Property,

other than any such transaction entered into with another member of the Group.

##### 8.4 Dealings with and realisation of Receivables and Collection Accounts

The Chargor shall without prejudice to clause 11.1 (*Negative pledge and Disposals*) of the Deed (but in addition to the restrictions in that clause), not, without the prior written consent of the Security

# 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

Agent, sell, assign, charge, factor or discount or in any other manner deal with any Receivable, save as expressly permitted under the Senior Facilities Agreement.

#### 9. ENFORCEMENT OF SECURITY

##### 9 1 No liability

- (a) Neither the Security Agent, any other Secured Party nor any Receiver shall be liable (A) in respect of all or any part of the Security Assets or (B) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct)
- (b) Without prejudice to the generality of clause 14 1(a) of the Deed, neither the Security Agent, any other Secured Party nor any Receiver shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

#### 10. SET-OFF

##### 10.1 Set-off rights

- (a) The Security Agent and each other Secured Party may (but shall not be obliged to) set off any obligation which is due and payable by the Chargor and unpaid (whether under the Finance Documents or which has been assigned to the Security Agent or such other Secured Party by any other Chargor) against any matured obligation owed by the Security Agent or such other Secured Party to such Chargor, regardless of the place of payment, booking branch or currency of either obligation.
- (b) At any time after the Debenture Security has become enforceable (and in addition to its rights under clause 18.1(a)), the Security Agent and each other Secured Party may (but shall not be obliged to) set-off any contingent liability owed by the Chargor under any Finance Document against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation.
- (c) If the obligations are in different currencies, the Security Agent or such other Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off
- (d) If either obligation is unliquidated or unascertained, the Security Agent or such other Secured Party may set off in an amount estimated by it in good faith to be the amount of that obligation.

##### 10 2 Time deposits

Without prejudice to clause 18.1 (Set-off rights) of the Deed, if any time deposit matures on any account which the Chargor has with the Security Agent or any other Secured Party at a time within the Security Period when:

- (a) the Debenture Security has become enforceable, and

# 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

(b) no Secured Obligation is due and payable,  
such time deposit shall automatically be renewed for such further  
maturity as the Security Agent or such other Secured Party in its  
absolute discretion considers appropriate unless the Security Agent  
or such other Secured Party otherwise agrees in writing.

#### 11 FURTHER ASSURANCES

##### 11.1 Further action

Subject to the Agreed Security Principles, the Chargor shall (and the  
Parent shall procure that the Chargor shall) at its own expense,  
promptly do all acts and execute all documents as the Security Agent  
or a Receiver may reasonably specify (and in such form as the  
Security Agent or a Receiver may reasonably require) for

- (a) creating, perfecting or protecting the Security intended to be  
created by the Deed or any other Transaction Security Document,
- (b) facilitating the realisation of any Security Asset in  
accordance with the Finance Documents following the occurrence  
of a Declared Default,
- (c) facilitating the exercise of any rights, powers and remedies  
exercisable by the Security Agent, any other Secured Party or  
any Receiver or any Delegate in respect of any Security Asset  
or provided by or pursuant to the Finance Documents or by law,  
or
- (d) creating and perfecting Security in favour of the Security  
Agent or the Secured Parties over any property and assets of  
the Chargor located in any jurisdiction outside England and  
Wales equivalent or similar to the Security intended to be  
created by or pursuant to the Deed or any other Transaction  
Security Document

This includes:

- (1) the re-execution of the Deed or such Transaction Security  
Document,
- (11) the execution of any legal mortgage, charge, transfer,  
conveyance, assignment, assignation or assurance of any  
property, whether to the Security Agent or to its nominee, and
- (111) the giving of any notice, order or direction and the making of  
any filing or registration,

which, in any such case, the Security Agent may reasonably think  
expedient

##### 11.2 Finance Documents

The Chargor shall (and the Parent shall procure that each member of  
the Group shall) take all such action as is available to it  
(including making all filings and registrations) as may be necessary  
for the purpose of the creation, perfection, protection or  
maintenance of any Security conferred or intended to be conferred on  
the Security Agent or the Secured Parties by or pursuant to the  
Finance Documents.

##### 11.3 Specific security

Without prejudice to the generality of clause 20.1 (*Further action*)

# MG01 – continuation page

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Please give the short particulars of the property mortgaged or charged

Short particulars

of the Deed, but in accordance with the Agreed Security Principles, the Chargor will immediately upon request by the Security Agent execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under the Deed (including any fixed security arising or intended to arise pursuant to clause 6 (*Conversion of a floating charge*) of the Deed)

#### 12. POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appointed the Security Agent, each Receiver and any Delegate to be its attorney to take any action which

- (a) prior to a Declared Default, the Chargor has been requested to execute and/or do under the terms of the Deed by the Security Agent and has failed to execute and/or do within 5 Business Days of receiving such request,
- (b) after a Declared Default, the Chargor ought to do under the terms of the Deed (including under clause 20 (*Further assurances*) of the Deed), or
- (c) which may be required or reasonably deemed proper in the exercise of any rights or powers conferred on the Security Agent or any Receiver or Delegate under the Deed,

and the Chargor ratified and confirmed whatever any attorney does or purports to do pursuant to its appointment under this clause.

#### 13 CHANGES TO THE PARTIES

##### 13.1 Chargor

The Chargor may not assign any of its rights or obligations under the Deed.

##### 13.2 Security Agent

The Security Agent may assign or transfer all or any part of its rights under the Deed pursuant to the resignation or removal of the Security Agent in accordance with the Intercreditor Agreement. The Chargor shall, immediately upon being requested to do so by the Security Agent, enter into such documents as may be necessary or desirable to effect such assignment or transfer.

##### 13.3 Accession Deed

The Chargor

- (a) consented to new Subsidiaries of the Parent becoming Chargors as contemplated by the Finance Documents, and
- (b) irrevocably authorised the Parent to agree to, and if required sign any duly completed Accession Deed as agent and attorney for and on behalf of the Chargor.

#### 14. MISCELLANEOUS

##### 14.1 Tacking

- (a) Each Finance Party shall perform its obligations under the Senior Facilities Agreement (including any obligation to make available further advances).
- (b) The Deed secures advances already made and further advances to

# MG01 – continuation page

## Particulars of a mortgage or charge

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Please give the short particulars of the property mortgaged or charged

Short particulars

be made.

#### 15 RELEASE

##### 15.1 Release

Upon:

- (a) the expiry of the Security Period the Security Agent shall, at the request and cost of the Chargor, take whatever action is necessary to release or re-assign (without recourse or warranty) the Security Assets from the Security; or
- (b) the Chargor making a Disposal permitted under the Senior Facilities Agreement, the Security Agent shall, at the request and cost of the Chargor, take any action (including the provision of a deed of release or a letter of non-crystallisation) which may be necessary to release or re-assign (without recourse or warranty) the Security Assets which are the subject of such Permitted Disposal from the Security constituted by the Deed

##### 15.2 Reinstatement

Where any discharge (whether in respect of the obligations of the Chargor or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of the Chargor under the Deed shall continue as if the discharge or arrangement had not occurred. The Security Agent may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration

# MG01 - continuation page

## Particulars of a mortgage or charge

4

### Amount secured

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

Amount secured

In this form

(a) terms defined in, or construed for the purposes of, the Senior Facilities Agreement (as defined below) have the same meanings when used in the Deed (unless the same are otherwise defined in the Deed); and

(b) at all times the following terms have the following meanings

**"Accession Deed"** means an accession deed substantially in the form set out in schedule 6 (*Form of Accession Deed*),

**"Assigned Assets"** means the Security Assets expressed to be assigned pursuant to clause 4.2 (*Security assignments*),

**"Cash Collateral Accounts"** means each

(a) Mandatory Prepayment Account, and

(b) Holding Account,

(each as defined in the Senior Facilities Agreement and including but not limited to the accounts (if any) specified as such in part 3 of the schedule hereto (*Details of Security Assets*)),

**"Charged Investments"** means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities,

**"Charged Securities"** means:

(a) the securities specified in part 2 of the schedule hereto (*Details of Security Assets*); and

(b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Deed) now or in future owned (legally or beneficially) by the Chargor or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which the Chargor has an interest at any time,

**"Collection Account"** has the meaning given to that term in clause 11.8(a) (iii) of the Deed,

**"Company"** means DMWSL 617 Limited (CRN: 07060013)

**"Debenture Security"** means the Security created or evidenced by or pursuant to the Deed or any Accession Deed;

**"Declared Default"** means an Event of Default in respect of which any notice has been issued by the Agent under the Senior Facilities Agreement under clause 28.22 (*Acceleration*) of the Senior Facilities Agreement,

**"Delegate"** means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent or by a Receiver,

**"Finance Document"** means the Senior Facilities Agreement, any Accession

# MG01 - continuation page

## Particulars of a mortgage or charge

4

### Amount secured

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

Amount secured

Deed, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Uncommitted Facility Documents, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Agent and the Parent **provided that** where the term "Finance Document" is used in, and construed for the purposes of, this Agreement or the Intercreditor Agreement, a Hedging Agreement shall be a Finance Document only for the purposes of:

- (a) the definition of "Material Adverse Effect",
- (b) paragraph (a) of the definition of "Permitted Transaction",
- (c) the definition of "Transaction Document",
- (d) the definition of "Transaction Security Document",
- (e) paragraph (a)(v) of clause 1.2 (Interpretation) of the Senior Facilities Agreement);
- (f) clause 23 (Guarantee and indemnity) of the Senior Facilities Agreement, and
- (g) clause 28 (Events of Default) of the Senior Facilities Agreement (other than paragraph (b) of clause 28.16 (Repudiation and rescission of agreements) and clause 28.22 (Acceleration)),

"Group" means the Parent and each of its Subsidiaries for the time being,

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement in the agreed form entered into or to be entered into by the Company and a Hedge Counterparty for the purpose of hedging the types of liabilities and/or risks in relation to the Term Facilities which the Hedging Letter by reference to its form at the time that agreement is entered into either requires or had required to be hedged,

"Insurances" means all policies of insurance which are at any time held by or written in favour of the Chargor, or in which the Chargor from time to time has an interest including, without limitation

- (a) all present and future Key-man Policies, and
- (b) the policies of insurance (if any) specified in part 6 of the schedule hereto (Details of Security Assets)),

but excluding, in each case, contracts and policies of insurance or assurance which relate to liabilities to third parties (including, without limitation, any third party liability or public liability insurance and any directors' and officers' insurance).

"Intellectual Property" means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Chargor in, or relating to:

- (a) any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral

# MG01 - continuation page

## Particulars of a mortgage or charge

4

### Amount secured

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

Amount secured

rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and

- (b) the benefit of all applications and rights to use such assets of the Chargor (which may now or in the future subsist),

(including, without limitation, the intellectual property rights (if any) specified in part 4 of the schedule hereto (*Details of Security Assets*));

**"Intercreditor Agreement"** means the intercreditor agreement dated the same date as the Deed and made between the Parent, the other Obligors, GE Corporate Finance Bank SAS, London Branch as Security Agent, GE Corporate Finance Bank SAS, London Branch as agent, Ares Capital Europe Limited and GE Corporate Finance Bank SAS, London Branch as arrangers, the Lenders, the Ancillary Lenders, the Hedge Counterparties, Holdco (each as defined in the Intercreditor Agreement) and certain others,

**"Material Property"** means each Real Property other than any leasehold interest in any Real Property where (a) either the relevant lease was granted for period less than 25 years or the unexpired term of that lease is less than 25 years at the relevant time and (b) the relevant lease does not have any capital value;

**"Parent"** means DMWSL 618 Limited (CRN 07060014);

**"Permitted Security"** has the meaning given to that term in the Senior Facilities Agreement,

**"Permitted Transaction"** has the meaning given to that term in the Senior Facilities Agreement,

**"Real Property"** means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to the Chargor, or in which the Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of the schedule hereto (*Details of Security Assets*)), together with:

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;

- (b) all easements, rights and agreements in respect thereof, and

- (c) the benefit of all covenants given in respect thereof;

**"Receivables"** means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

- (a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar



# MG01 - continuation page

## Particulars of a mortgage or charge

4	Amount secured	
Amount secured		Please give us details of the amount secured by the mortgage or charge
	<p>associated rights); and</p> <p>(b) all proceeds of any of the foregoing;</p> <p><b>"Receiver"</b> means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by the Security Agent under the Deed;</p> <p><b>"Related Rights"</b> means, in relation to any Charged Security:</p> <p>(a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition, and</p> <p>(b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,</p> <p><b>"Relevant Contract"</b> means:</p> <p>(b) each Hedging Agreement; and</p> <p>(c) each agreement specified in part 5 of the schedule hereto (<i>Details of Security Assets</i>) or specified in any Accession Deed as a "Material Contract",</p> <p>together with each other agreement supplementing or amending or novating or replacing the same,</p> <p><b>"Secured Parties"</b> has the meaning given to that term in the Intercreditor Agreement,</p> <p><b>"Security Assets"</b> means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed,</p> <p><b>"Security Period"</b> means the period beginning on the date of the Deed and ending on the date on which:</p> <p>(a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and</p> <p>(b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents,</p> <p><b>"Senior Facilities Agreement"</b> means the sterling term and multicurrency revolving facilities agreement dated on or around the date as the Deed and made between (1) DMWSL 618 Limited as the Parent, (2) DMWSL 617 Limited as the Company, (3) the companies listed in part 1 of schedule 1 therein as Original Borrowers, (4) the companies listed in part 1 of schedule 1 therein as Original Guarantors, (5) Ares Capital Europe Limited and GE Corporate Finance Bank SAS as Arrangers, (6) the financial institutions listed in part 2 of schedule 1 therein as Original Lenders, (7) GE Corporate Finance Bank SAS, London Branch as the Agent, (8) GE Corporate Finance Bank SAS, London Branch as the Security Agent (9) Lloyds TSB Bank</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

4

### Amount secured

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

Amount secured

plc as the Original Issuing Bank and (10) Lloyds TSB Bank plc as the Original Hedge Counterparty, pursuant to which the Original Lenders agreed to make certain facilities available to the Borrowers;

"Transaction Security Document" means each of the documents listed as being a Transaction Security Document in the Senior Facilities Agreement

#### SCHEDULE DETAILS OF SECURITY ASSETS

##### Part 1 - Real Property

Registered land				
Chargor	Address	Administrative Area	Title number	
NONE				
Unregistered land				
Chargor	Address	Document describing the Real Property		
		Date	Document	Parties
NONE				

##### Part 2 - Charged Securities

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held	Total value of shares charged
Callcredit Information Group Limited	Callcredit Limited	Ordinary	100,001	£100,001
Callcredit Information Group Limited	Legatio Technologies Limited	A Ordinary	1,087	£1,087

# MG01 - continuation page

## Particulars of a mortgage or charge

4

### Amount secured

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

Amount secured

Callcredit Information Group Limited	Decisionmetrics Limited	A Ordinary	937	£937
Callcredit Information Group Limited	Callcredit Marketing Limited	Ordinary	19,267	£192.67
Callcredit Information Group Limited	Callcredit Marketing Solutions Limited	A Ordinary	1	£1
Callcredit Information Group Limited	Orbitron Limited	A Ordinary	600	£60
Callcredit Information Group Limited	Orbitron Limited	B Ordinary	400	£40
Callcredit Information Group Limited	Call@credit plc	Ordinary	1	£1
Callcredit Information Group Limited	Tenant ID Limited	Ordinary	225	£225
Callcredit Information Group Limited	Latitude Digital Marketing Limited	A Ordinary	8,825	£8,825

# MG01 - continuation page

## Particulars of a mortgage or charge

4

### Amount secured

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

Amount secured

Callcredit Information Group Limited	Process Benchmarking Limited	Ordinary	1,000	£1,000
Callcredit Information Group Limited	Noddle Limited	Ordinary	1	£1

### Part 3 - Charged Accounts

#### Cash Collateral Accounts

Account Holder	Type - Holding or Mandatory Prepayment	Account Bank (To)	Account bank sort code	Account name	IBAN	Account Number (FFC)
NONE						

#### Collection Accounts

Account Holder	Account Number	Account Bank	Account bank sort code
Callcredit Information Group Limited	01891964	Lloyds TSB Bank plc	30-00-05
Callcredit Information Group	01111128	Lloyds TSB Bank plc	30-00-05
Callcredit Information Group Limited	20293377	Barclays Bank PLC	20-11-88

### Part 4 - Intellectual Property

#### Registered trade marks

# MG01 - continuation page

Particulars of a mortgage or charge

4

## Amount secured

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

Amount secured

Trade Marks				
Country	Number	Mark	Proprietor	Class
NONE				

## Unregistered trade marks

Mark	Proprietor
MYFREECREDITREPORT	Call Credit Information Group Limited
MYCALLCREDIT (logo)	Call Credit Information Group Limited
CREDITLINES	Call Credit Information Group Limited
CREDITNOTES	Call Credit Information Group Limited
CALLCV	Call Credit Information Group Limited
Red Chevron logo	Call Credit Information Group Limited
DEMOGRAF	Call Credit Information Group Limited
DEFINE	Call Credit Information Group Limited

CIG - Unregistered Trade Marks and Copyright in the following products and services

SHARE database

# MG01 - continuation page

## Particulars of a mortgage or charge

4

### Amount secured

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

Amount secured

Public Records database
Callcredit's Online Systems Software
Callcredit's Bureau Data Warehouse system
Callcredit's Billing System
All datasets within the CAMEO Classification suite
Data Exchange database
MicroVision Software
RetailVision Software
Intelligence Creation
GMAP Modelling Utilities
GINA+ (background code only)
RollCall
RollCall Enhance
RollCall Trace
RollCall WebTrace
MotorVision
Data Exchange
Millionaires Club
Movers & Improvers
New Movers
UK Company Directors
UK Grey Market

# MG01 - continuation page

Particulars of a mortgage or charge

## 4 Amount secured

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

Amount secured

UK Investors
UK Lifestyle
UK Residents
UK Young Persons
Triple S Analytical Reports
Callcredit Check
Improvemydata.com (including CAMEO Online)
CallReport
SHAREReport
GeoRisk
GeoCollect
GeoFraud
GeoCall
CallScore
All Gauge scorecards
CallTrace Batch
CallTrace Online
CallMonitor
Overindebtedness
The Affordability Check
Litigation Segmentation
CallPublic

# MG01 - continuation page

## Particulars of a mortgage or charge

4

### Amount secured

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

Amount secured

CallML
CallResidency
CallVerify
CallValidate
CallID
CallQualify
CallScreen and CallScreen+
CallScore
CallDecision
Decision Bureau
Decision MI
Decision Strategy
Decision Developer
CallStrategy
Affordability Metric
Indebtedness Metric
Ftax
Bureau Summary Block
SHARE Verification File
Generic scorecards built for clients
ePayments system
Customisation to Fulcrum code



# MG01 - continuation page

## Particulars of a mortgage or charge

4

### Amount secured

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

Amount secured

OSCAR
MIS (Audit system)
MIS (Data Quality system)
HERMES
PROVE
RUBICS
COBRA
Retro service
Neptune
Job Control System (JCS)

### CIG - Database Rights

Subscription software applications created for clients
Structure and format of data warehouses created for clients
Structure and format of databases created for clients
Structure and format of all ETL applications/processes created for clients
Structure and format in web services created for clients
Structure and format of all customer data and reports held with Alterian/Apteco analytical applications
Online systems created for clients

Part 5 - Material Contracts

# MG01 - continuation page

## Particulars of a mortgage or charge

4

### Amount secured

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

Amount secured

Chargor	Date of Relevant Contract	Parties	Details of Relevant Contract
NONE			

### Part 6 - Insurances

Policy	Policy number	Inception	Policyholder	Insurer
Crime	31006574	7/12/2011	CIG	Chartis
Key Man Insurance	L0194917833	5/3/2010	CIG	AEGON
Commercial Combined	24745475CCI	7/12/2011	CIG	Aviva Insurance Ltd
Computer	24746493ENP	7/12/2011	CIG	Aviva
Motor Fleet	49FLW4071803	7/12/2011	CIG	Aviva

MG01 - continuation page  
Particulars of a mortgage or charge

<b>4</b>	<b>Amount secured</b>	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured		



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

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

**COMPANY NO. 4968328  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 26 OCTOBER  
2012 AND CREATED BY CALLCREDIT INFORMATION GROUP  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE OF EACH PRESENT OR FUTURE MEMBER OF THE GROUP  
TO THE SECURITY AGENT AND/OR THE OTHER 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 2 NOVEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 NOVEMBER  
2012

*R*



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**