

# MG01

## Particulars of a mortgage or charge



139439/13

**A fee is payable with this form.**

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



**What this form is for**

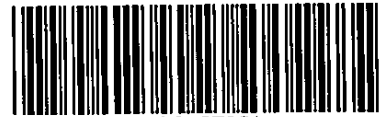
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland



**What this form is NOT**

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

WEDNESDAY



A21

\*AQC5CT20\*

06/04/2011

174

COMPANIES HOUSE

**1**

### Company details

Company number

0 5 8 5 7 5 5 2

Company name in full

CitySprint Shared Services Limited

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 d4 m0 m3 y2 y0 y1 y1

**3**

### Description

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

Description

Debenture dated 24 March 2011 (the "**Debenture**") made between CitySprint  
Shared Services Limited (the "**Company**") and The Royal Bank of Scotland  
plc (the "**Security Trustee**")

**4**

### Amount secured

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

Amount secured

All moneys, debts and liabilities from time to time  
due, owing or incurred by the Company to the  
Beneficiaries on any current or other account  
whatsoever pursuant to the Finance Documents, in  
each case

- (a) whether present or future,
- (b) whether alone or jointly with any other person,
- (c) whether actual or contingent,
- (d) whether as principal or as surety,
- (e) in whatsoever name, firm or style,
- (f) in whatsoever currency denominated, or
- (g) otherwise,

CONTINUED...

**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									
Name	The Royal Bank of Scotland plc									
Address	36 St Andrews Square, Edinburgh									
Postcode	E	H	2		2	Y	B			
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>By way of continuing security in favour of the Security Trustee for the payment and discharge of the Secured Liabilities, the Company with full title guarantee charged to the Security Trustee or assigned to the Security Trustee (as the case may be) the property set out below in the manner set out below (Each assignment set out below is an absolute assignment for the purposes of Section 136 of the Law of Property Act 1925 (Legal assignments of things in action) and is not made by way of charge only)</p> <p>(1) By way of first fixed charge by way of legal mortgage, the Scheduled Property (set out below) and all Rights relating to the Scheduled Property in existence at the date of the Debenture</p> <p>(2) By way of first fixed charge the Property (except the Scheduled Property validly charged by paragraph (1), above and all Rights relating to such Property</p> <p>(3) By way of absolute legal assignment, the Contracts</p> <p>(4) By way of first fixed charge, the Book Debts</p> <p>(5) By way of first fixed charge, the Plant and Machinery</p> <p>(6) By way of legal mortgage, the Shares and Derivative Assets</p> <p>(7) By way of first fixed charge, all the goodwill and uncalled capital for the time being of the Company</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

NONE

### 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 *Beni Ujan Purno W* 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 **Marc Gilston**

Company name **Berwin Leighton Paisner LLP**

Address **Adelaide House**

**London Bridge**

Post town **London**

County/Region

Postcode **E C 4 R 9 H A**

Country

DX **92 LONDON/CHANCERY LN**

Telephone **+44 (0)20 3400 1000**



### 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

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#### Amount secured

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

Amount secured

including, without limitation, all liabilities in connection with foreign exchange transactions, accepting, endorsing or discounting notes or bills, under bonds, guarantees, indemnities, documentary or other credits or any instruments from time to time entered into by the Beneficiaries for or at the request of the Company together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed and all commission, fees, costs (including, without limitation, legal fees) on a full indemnity basis and other charges, the "**Secured Liabilities**"

(NOTE Capitalised terms not defined are defined in the continuation sheets)

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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

(8) By way of first floating charge, all the undertaking and assets of the Company whatsoever, wherever situated, whether movable, immovable, present or future (including, without limitation, its uncalled capital for the time being and all the undertaking and assets of the Company referred to above which are, for any reason, not validly charged or assigned pursuant to paragraphs (1) to (7) (inclusive) This floating charge is a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 of the Insolvency Act 1986, the provisions of such paragraph applying to such floating charge

#### NEGATIVE PLEDGE

Save as otherwise provided in the Syndicated Facilities Agreement, the Company shall not

(a) create, purport to create or allow to subsist, any Security Interest over the whole or any part of the Charged Property except for any Permitted Security Interest,

(b) convey, assign, transfer, or agree to convey, assign or transfer the whole or any part of the Charged Property, other than the assignment of Book Debts to the Receivables Finance Lender in accordance with the terms of the Receivables Finance Facility Agreement,

(c) permit or agree to any variation of the rights attaching to the whole or any part of the Charged Property,

(d) do, cause or permit to be done anything which may in the opinion of the Security Trustee, in any way depreciate, jeopardise or otherwise prejudice the value to the Security Trustee (whether monetary or otherwise) of the whole or any part of the Charged Property, or

(e) release, exchange, compound, set off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts save as expressly provided in the Debenture

#### SCHEDULES

Scheduled Property None

The Contracts None

Shares None

#### DEFINITIONS

"Accession Letter" means a document substantially in the form set out in Schedule 6 (*Form of Accession Letter*) of the Syndicated Facilities Agreement

"Additional Borrower" means a company which becomes a Borrower in accordance with Clause 27 (*Changes to the Obligors*) of the Syndicated Facilities Agreement

"Additional Guarantor" means a company which becomes a Guarantor in accordance with Clause 27 (*Changes to the Obligors*) of the Syndicated Facilities Agreement

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

**"Affiliate"** means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company

**"Agent"** means The Royal Bank of Scotland plc

**"Arrangers"** means The Royal Bank of Scotland plc and Clydesdale Bank PLC

**"Beneficiaries"** means each and all of the Arrangers, the Agent, the Security Trustee, the Lenders and the Hedge Counterparties

**"Book Debts"** means (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions), both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Company, and (b) the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets), other than any book or other debts absolutely and effectively vested or which are intended to, but for any reason, do not vest absolutely and effectively in the Receivables Finance Lender under the terms of the Receivables Finance Facility Agreement

**"Borrower"** means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 27 (*Changes to the Obligors*) of the Syndicated Facilities Agreement

**"Charged Property"** means the whole or any part of the property, assets, income and undertaking of the Company from time to time mortgaged, charged or assigned to the Security Trustee pursuant to the Debenture

**"Compliance Certificate"** means a certificate substantially in the form set out in Schedule 8 (*Form of Compliance Certificate*) of the Syndicated Facilities Agreement

**"Contracts"** means all the Company's rights, title, interest and benefit in and to (a) all the agreements short particulars of which are set out in Schedule 2 (*The Contracts*) of the Debenture (set out above), and (b) any contract in respect of the whole or any part of the Charged Property to which the Company is a party, as from time to time modified, amended, varied, supplemental or novated with the full benefit of all negotiable or non-negotiable instruments, guarantees, indemnities, debentures, mortgages, charges, liens and other security in respect of the same

**"Derivative Assets"** means all stocks, shares, warrants or other securities, rights, dividends, interest or other property (whether of a capital or income nature) accruing, offered, issued or deriving at any time by way of dividend, bonus, redemption, exchange, purchase, substitution, conversion, consolidation, subdivision, preference, option or otherwise attributable to any of the Shares or any Derivative Assets

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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

"Facility" means Facility A, Facility B or Facility C

"Facility A" means the term loan Facility A made available under the Syndicated Facilities Agreement as described in Clause 2 1(a) of the Syndicated Facilities Agreement

"Facility B" means the term loan Facility B made available under the Syndicated Facilities Agreement as described in Clause 2 1(b) of the Syndicated Facilities Agreement

"Facility C" means the term loan Facility C made available under the Syndicated Facilities Agreement as described in Clause 2 1(c) of the Syndicated Facilities Agreement

"Fee Letter" means. (a) the letters dated on or about the date of the Syndicated Facilities Agreement between each of the Arrangers and the Parent (or the Agent and the Parent or the Security Trustee and the Parent) setting out any of the fees referred to in Clause 13 (Fees) of the Syndicated Facilities Agreement, and (b) any other agreement setting out fees referred to in Clause 2 2(f) of the Syndicated Facilities Agreement

"Finance Document" means the Syndicated Facilities Agreement, any Accession Letter, any Compliance Certificate, any Fee Letter, the Hedging Letter, any Hedging Agreement, the Intercreditor Deed, any Resignation Letter, any Selection Notice, any Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Agent and the Parent

"Fixtures" means all assets of whatsoever nature, apart from land and buildings, forming part of any freehold or leasehold property owned by the Company and deemed by law to be immovable property

"Group" means the Parent and each of 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 27 (Changes to the Obligors) of the Syndicated Facilities Agreement

"Hedge Counterparty" means a Lender or an Affiliate of a Lender which is or has become a party to the Intercreditor Deed as a hedge counterparty in accordance with the provisions of the Intercreditor Deed

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement in the agreed form entered into or to be entered into by the Parent and a Hedge Counterparty for the purpose of hedging interest rate liabilities and/or any exchange rate fluctuations in relation to the Facilities and/or the Receivables Finance Facility Agreement respectively in accordance with the Hedging Letter delivered to the Agent under Clause 4 1 (Initial conditions precedent) of the Syndicated Facilities Agreement

"Hedging Letter" has the meaning given to that term in Part 1 of Schedule



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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>2 (Conditions precedent ) of the Syndicated Facilities Agreement</p> <p>"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary</p> <p>"Intercreditor Deed" means the intercreditor agreement dated 24 March 2011 and made between the Parent, the other Obligors, the Security Trustee, the Agent, the Lenders, the Hedge Counterparties, the Receivables Finance Lender, Lombard and the Loan Note Holders</p> <p>"Lender" means (a) any Original Lender, and (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 25 (Changes to the Lenders) of the Syndicated Facilities Agreement, which in each case has not ceased to be a Party in accordance with the terms of the Syndicated Facilities Agreement</p> <p>"Loan Note Holders" means the holders of any Loan Notes from time to time and as at date of the Syndicated Facilities Agreement means the Original Investors and references to "Loan Note Holder" shall mean any one or more of them as the context may admit or require</p> <p>"Loan Note Instrument" means the instrument pursuant to which the Loan Notes are, or are to be, constituted</p> <p>"Loan Notes" means the £50,300,000 8% unsecured subordinated loan notes due 2017 and constituted by the Loan Note Instrument</p> <p>"Lombard" means Lombard Technology Services Limited</p> <p>"Nominees" means the Security Trustee, its agents, nominees and any other person holding the Shares and the Derivative Assets on behalf of the Security Trustee from time to time</p> <p>"Obligor" means a Borrower or a Guarantor</p> <p>"Occupational Leases" means all leasehold interests and other occupational rights whatsoever (including, without limitation, all licences and agreements for leases) in existence from time to time relating to the whole or any part of the Property, the immediate reversion to which is vested in the Company</p> <p>"Original Borrowers" means the subsidiaries of the Parent listed in Part 1 of Schedule (The Original Parties) of the Syndicated Facilities Agreement</p> <p>"Original Guarantors" means the Parent and the subsidiaries of the Parent listed in Part 1 of Schedule (The Original Parties) of the Syndicated Facilities Agreement</p> <p>"Original Investors" means Dunedin Buyout Fund II LP acting by its general partner Dunedin Capital Partners (GP II) Limited and any other Sponsor Affiliate</p> <p>"Original Lenders" means the financial institution listed in Part 2 of the Schedule 1 (The Original Parties) of the Syndicated 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

"Parent" means CitySprint (UK) Group Limited

"Party" means a party to the Syndicated Facilities Agreement or, where the context admits, a party to a Finance Document

"Permitted Security Interest" means

- (a) any Security Interest created under the Finance Documents,
- (b) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any member of the Group,
- (c) any netting or set-off arrangement entered into by any member of the Group with The Royal Bank of Scotland plc, National Westminster Bank PLC, Clydesdale Bank PLC or Barclays Bank PLC in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group but only so long as (i) such arrangement does not permit credit balances of Obligors to be netted or set off against debit balances of members of the Group which are not Obligors and (ii) such arrangement does not give rise to other Security Interests over the assets of Obligors in support of liabilities of members of the Group which are not Obligors except, in the case of (i) and (ii) above, to the extent such netting, set-off or Security Interest relates to, or is granted in support of, a loan permitted pursuant to paragraph (e) of the definition of "Permitted Loan" (as defined in the Syndicated Facilities Agreement),
- (d) any payment or close out netting or set-off arrangement pursuant to any Treasury Transaction (as defined in the Syndicated Facilities Agreement) or foreign exchange transaction entered into by a member of the Group which constitutes Permitted Financial Indebtedness (as defined in the Syndicated Facilities Agreement), excluding any Security Interest under a credit support arrangement,
- (e) any Security Interest arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group,
- (f) any Security Interest arising as a result of a disposal which is a Permitted Disposal (as defined in the Syndicated Facilities Agreement);
- (g) any Security Interest arising as a consequence of any finance lease permitted pursuant to paragraph (g) of the definition of "Permitted Financial Indebtedness" (as defined in the Syndicated Facilities Agreement),
- (h) any Security Interest granted by any Obligor in respect of deposits made relating to rental property,
- (i) any Security Interest securing indebtedness the outstanding principal amount of which (when aggregated with the outstanding principal amount of any other indebtedness which

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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>has the benefit of Security Interest given by any member of the Group other than any permitted under paragraphs (a) to paragraph (g) above) does not exceed £100,000 (or its equivalent in other currencies),</p> <p>(j) any Security Interest that the Lenders may agree to in writing from time to time, or</p> <p>(k) any Security Interest granted by the Parent and any of the Obligors in favour of the Receivables Finance Lender in connection with the Receivables Finance Facility Agreement</p> <p><b>"Plant and Machinery"</b> means all plant and machinery, equipment, fittings, installations and apparatus, tools, motor vehicles and all other such assets (other than Fixtures) whatsoever, wherever situate, which are now, or at any time after the date of the Debenture become, the property of the Company</p> <p><b>"Property"</b> means all estates and other interests in any freehold, leasehold or other immovable property (including, without limitation, all Fixtures on such property) which are now, or at any time after the date of the Debenture become, the property of the Company, all proceeds of sale derived from such property and the benefit of all covenants to which the Company is entitled in respect of such property</p> <p><b>"Receivables Finance Facility Agreement"</b> means the invoice discounting with recourse facility made available to certain members of the Group by the Receivables Finance Lender</p> <p><b>"Receivables Finance Lender"</b> means RBS Invoice Finance Limited or any subsequent successors or assigns or transferees</p> <p><b>"Resignation Letter"</b> means a letter substantially in the form set out in Schedule 7 (<i>Form of Resignation Letter</i>) of the Syndicated Facilities Agreement</p> <p><b>"Rights"</b> means all of the Company's rights, title and interests from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of all the Company's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right (including, without limitation, all its rights, title and interest in any Occupational Lease, agreement for any Occupational Lease and any associated agreements which may be granted by the Company or any person deriving title from the Company from time to time over or in respect of the whole or any part of the Property and any other properties (freehold or leasehold) in which the Company has an interest)</p> <p><b>"Scheduled Property"</b> means all the property short particulars of which are set out in Schedule 1 (<i>The Scheduled Property</i>) of the Debenture (if any) (set out above), including, without limitation, all Fixtures on such property</p> <p><b>"Security Documents"</b> means each of the documents listed as being a Security Document in paragraph 3(e) of Part 1 of Schedule 2 (<i>Conditions precedent</i>) of the Syndicated Facilities Agreement and any document</p>	

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Please give the short particulars of the property mortgaged or charged

Short particulars

required to be delivered to the Agent under paragraph 3 of Part 1 of Schedule 2 (*Conditions precedent*) of the Syndicated Facilities Agreement, together with any other document entered into by any Obligor creating or expressed to create any Security Interest over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents

"**Security Interest**" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"**Selection Notice**" means a notice substantially in the form set out in Part 3 of Schedule 3 (*Mandatory Cost formula*) of the Syndicated Facilities Agreement given in accordance with Clause 11 (*Interest Periods*) in relation to a Facility

"**Shares**" means all stocks, shares and other securities (a) listed in Schedule 4 (*The Shares*) of the Debenture (set out above), or (b) for which the stock or share certificates or other documents of title have from time to time been deposited by the Company with the Security Trustee or its Nominees or which are held to the order of the Security Trustee, in each case whether held in the United Kingdom or elsewhere and irrespective of whether in any such case the deposit was made or the certificates or other documents were received by the Security Trustee or its Nominees for the purposes of creating security, safe custody, collection or otherwise

"**Sponsor Affiliate**" means Dunedin LLP ("**Dunedin**"), each of its Affiliates, any trust of which Dunedin or any of its Affiliates is a trustee, any partnership of which Dunedin or any of its Affiliates is a partner and any trust, fund or other entity which is managed by, or is under the control of, Dunedin or any of its Affiliates provided that any such trust, fund or other entity which has been established for at least six months solely for the purpose of making, purchasing or investing in loans or debt securities and which is managed or controlled independently from all other trusts, funds or other entities managed or controlled by Dunedin or any of its Affiliates which have been established for the primary or main purpose of investing in the share capital of companies shall not constitute a Sponsor Affiliate

"**Subsidiary**" means a subsidiary within the meaning of Section 1159 of the Companies Act 2006

"**Syndicated Facilities Agreement**" means the syndicated facilities agreement dated 23 March 2011 in relation to (i) a £12,000,000 term loan facility, (ii) a £8,000,000 term loan facility, and (iii) a £5,000,000 acquisition term loan facility between the Parent, the Original Borrowers, the Original Guarantors, the Arrangers, the Original Lenders, the Agent and the Security Trustee

"**Utilisation Request**" means a notice substantially in the form set out in Part 3 of Schedule 2 (*Utilisation Request - Loans*) of the Syndicated Facilities Agreement



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

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

**COMPANY NO. 5857552  
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 24 MARCH  
2011 AND CREATED BY CITYSPRINT SHARED SERVICES  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO THE BENEFICIARIES 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 6 APRIL 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 APRIL 2011

*Dr*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES