

MG01

Particulars of a mortgage or charge

231558/13



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
use form MG01s

TUESDAY



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A29

26/02/2013

#316

COMPANIES HOUSE

1 Company details

Company number 0 5 8 8 7 5 5 9

Company name in full Mouchel Holdings Limited[†] (the **Mortgagor**)

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 d₁ d₉ m₀ m₂ y₂ y₀ y₁ y₃

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 Hong Kong law governed confirmatory share mortgage dated 19 February
2013 between, amongst others, the Chargor and The Royal Bank of Scotland
plc (the **Security Agent**) as security agent and trustee for the Secured
Parties (as defined below) (the **Hong Kong Law Confirmatory Share
Mortgage**)

4 Amount secured

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

Amount secured (i) all present and future obligations and
liabilities (whether actual or contingent and
whether owed jointly or severally or in any other
capacity whatsoever) of each Obligor to each
Finance Party under each Finance Document
(including those obligations and liabilities as
they are amended by the Third Amendment and
Restatement Agreement) to which an Obligor is a
party, except for any obligation which, if it were
so included, would result in the Hong Kong Law
Confirmatory Share Mortgage contravening Section
47A of the Companies Ordinance (Cap 32 of the Laws
of Hong Kong), and

(ii) the Pension Scheme Obligations,

(together 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 The Royal Bank of Scotland plc

Address Level 5, 135 Bishopsgate

London

Postcode E C 2 M 3 U R

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

Please see attached continuation sheets

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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 Allen & Overy LLP, on behalf
of The Security Agent X

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

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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 Ryan Magee

Company name Allen & Overy LLP

Address One Bishops Square

Post town

County/Region London

Postcode E 1 6 A D

Country

DX

Telephone 020 3088 4206



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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1. CONFIRMATION

Notwithstanding any amendment, restatement and/or substitution made to the Finance Documents and any new Security Interests created pursuant to the Hong Kong Law Confirmatory Share Mortgage, the Mortgagor confirms to the Security Agent that the Security Interests created under the Original Share Mortgage shall continue to secure payment and discharge of the Secured Liabilities (as defined in the Original Share Mortgage), such obligations include all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Finance Party (as defined in the Original Credit Agreement) under each Finance Document (as defined in the Original Credit Agreement) to which an Obligor is a party, including, without limitation, those obligations and liabilities under each of the Credit Agreement and the Intercreditor Agreement

2. CREATION OF SECURITY

2.1 General

(a) All the security created under the Hong Kong Law Confirmatory Share Mortgage

- (i) is created in favour of the Security Agent for itself and as agent and trustee on trust for the Secured Parties,
- (ii) is created over present and future assets of the Mortgagor,
- (iii) is security for the payment of all the Secured Liabilities, and
- (iv) is created by each Mortgagor as the beneficial owner of its assets

(b) If the rights of the Mortgagor under a document cannot be secured without the consent of a party to that document

- (i) the Mortgagor must notify the Security Agent promptly,
- (ii) the Security will secure all amounts which the Mortgagor may receive, or has received, under that document but exclude the document itself, and
- (iii) unless the Security Agent otherwise requires, the Mortgagor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under the Hong Kong Law Confirmatory Share Mortgage

(c) The Security Agent holds the benefit of the Hong Kong Law Confirmatory Share Mortgage on trust for the Secured Parties

(d) All the security created under the Hong Kong Law Confirmatory Share Mortgage

- (i) is created in case the security created by the Original Share Mortgage does not secure all of the Secured Liabilities, and
- (ii) is created in addition to and does not affect the security created by the Original Share

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Mortgage

- (e) Where the Hong Kong Law Confirmatory Share Mortgage purports to create a first fixed Security Interest, that Security Interest will be a second ranking Security Interest ranking subject to the equivalent Security Interest created by the Original Share Mortgage until such time as and to the extent that the Security Interest created by the Original Share Mortgage ceases to have effect
- (f) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Share Mortgage and the same asset or right is expressed to be assigned again under the Hong Kong Law Confirmatory Share Mortgage, that second assignment will take effect as a fixed charge over the right or asset and will only take effect as an assignment if the relevant security interest created by the Original Share Mortgage ceases to have effect at a time when the Hong Kong Law Confirmatory Share Mortgage still has effect

2.2 Security

The Mortgagor as beneficial owner and as continuing security for the payment and discharge of all Secured Liabilities

- (a) mortgages and agree to mortgage, by way of first legal mortgage all the Shares in favour of the Security Agent, and
- (b) (to the extent that they are not the subject of the mortgage under sub-paragraph (a) above) mortgages, charges and assigns and agree to mortgage, charge and assign by way of first fixed charge all its interests in the Shares and the Related Rights in favour of the Security Agent

3. RESTRICTIONS ON DEALINGS

The Mortgagor may not

- (a) create or permit to subsist any Security Interest on any Security Asset, or
 - (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,
- except as expressly allowed under the Credit Agreement

3. FURTHER ASSURANCES

Each Mortgagor must, at its own expense, take whatever action the Security Agent or a Receiver may require for

- (c) creating, perfecting or protecting any security intended to be created by the Hong Kong Law Confirmatory Share Mortgage, or
- (d) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset

This includes

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- (i) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee, or
- (ii) the giving of any notice, order or direction and the making of any registration or renewal,

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

4. INTERPRETATION

Accession Agreement means a letter, substantially in the form of Schedule 8 (Form of Accession Agreement) to the Credit Agreement, with such amendments as the Facility Agent and the Company may agree

Additional Borrower means a member of the Group which becomes a Borrower after 26 January 2011

Additional Guarantor means a member of the Group which becomes a Guarantor after 26 January 2011

Administrative Party means an Arranger or the Facility Agent.

Affiliate means a Subsidiary or a Holding Company of a person or any other Subsidiary of that Holding Company

Ancillary Facility means any bonding facility required in connection with the business of the Group and established under clause 6 (Ancillary Facilities) of the Credit Agreement

Ancillary Facility Document means any document evidencing any bilateral Ancillary Facility which a Lender may make available under the Credit Agreement in place of all or part of its Facility B Commitment

Ancillary Lender means a Lender which becomes an ancillary lender under clause 6 (Ancillary Facilities) of the Credit Agreement

Arranger means each of

- (a) Barclays Bank PLC,
- (b) Lloyds TSB Bank plc, and
- (c) The Royal Bank of Scotland plc

Australian Law Bank Account Pledge means the Australian law governed bank account pledge dated 25 August 2012 in respect of the bank accounts with account numbers 285370 and 285390 held by Mouchel International (Jersey) Limited

Bond means a performance bond, letter of credit, guarantee, indemnity or other instrument (including, without limitation, bid, tender, warranty, trade debt, performance or advance payment guarantees) substantially in the form requested by the relevant Borrower and agreed

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by the Facility Agent and the relevant Issuing Bank

Borrower means an Original Borrower (including the Facility C Borrower) or an Additional Borrower

Closing means the date on which the EnterpriseMouchel Acquisition is completed under the EnterpriseMouchel Acquisition Documents

Company means MRBL Limited

Credit Agreement means a £121,500,000 (originally £170,000,000) credit facilities agreement dated 26 January 2011, as amended and restated on 29 November 2011, as amended on 28 March 2012, as amended on 31 July 2012, as amended and restated on 25 August 2012 and as amended and restated by the Third Amendment and Restatement Agreement

English Law Debenture means the English law governed debenture to be entered into on or about the date of Closing between EnterpriseMouchel Limited and the Security Agent

EnterpriseMouchel Acquisition means the purchase by Mouchel Limited of 10,001 A ordinary shares of EnterpriseMouchel Limited from Enterprise (AOL) Limited in accordance with the terms of the EnterpriseMouchel Acquisition Documents

EnterpriseMouchel Acquisition Documents means

- (a) a share sale agreement relating to EnterpriseMouchel Limited between, amongst others, Enterprise (AOL) Limited and Mouchel Limited to be dated on or about the date of the Third Amendment and Restatement Date, and
- (b) a transitional service agreement between Enterprise PLC and EnterpriseMouchel Limited to be dated on or about the date of the Third Amendment and Restatement Date

Existing English Law Debenture means the English law governed debenture dated 25 August 2012 between certain of the Obligor and the Security Agent

Existing Facility means the £190,000,000 facility agreement between, among others, the Company and certain of its Subsidiaries and The Royal Bank of Scotland plc as Agent, originally dated 1 August 2007 (as amended and restated from time to time)

Existing Hedging Arrangement means each of the following Hedging Arrangements in effect on 25 August 2012 between an Obligor and a Hedge Counterparty

- (a) an interest rate swap, trade date 11 April, 2011, effective date 1 November, 2012, for a notional principal amount of £17,722,500 bank reference number, 1dn01c90b55/7176706B/4821284 between Mouchel Finance Limited and Barclays Bank PLC,
- (b) an interest rate swap trade date 25 June, 2009, effective date 3 August 2009 for a notional principal amount of £30,000,000, bank reference number 3268227B/0, between Mouchel Finance Limited and Barclays Bank PLC,

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- (c) an interest rate swap trade date 17 December, 2007, effective date 17 December 2007 for a notional principle amount of £10,000,000, original transaction reference number 1S07012810 between Mouchel Finance Limited and Lloyds TSB Bank plc,
- (d) an interest rate swap trade date 14 November, 2008 effective date 14 November, 2008 for a notional principal amount of £10,000,000 original transaction reference 3765722LN / 214876 between Mouchel Finance Limited and Lloyds TSB Bank plc,
- (e) an interest rate swap agreement, trade date 11 April 2011, effective date 1 November, 2012 for a notional principle amount of £21,547,500, transaction reference number 2417129LS/2555319 between Mouchel Finance Limited and Lloyds TSB Bank plc,
- (f) an interest rate swap agreement, trade date 17 December, 2007 effective date 17 December, 2007 for a notional principal amount of £10,000,000 transaction reference number D19143304 between Mouchel Finance Limited and National Westminster Bank PLC, and
- (g) an interest rate swap agreement trade date 11 April 2011, effective date 1 November 2012 for an original notional principle amount of £24,480,000 reducing to £23,040,000 on 1 August 2013, transaction reference number D010582215645, between Mouchel Finance Limited and National Westminster Bank PLC

Facility means a credit facility made available under the Credit Agreement

Facility Agent means The Royal Bank of Scotland plc

Facility B Commitment means

- (a) for an Original Lender, the amount set opposite its name in Schedule 1 (Original Parties) to the Credit Agreement under the heading **Facility B Commitments** and the amount of any other Facility B Commitment it acquires, and
 - (b) for any other Lender, the amount of any Facility B Commitment it acquires,
- to the extent not cancelled, transferred or reduced under the Credit Agreement

Facility C Borrower means Mouchel Limited

Fee Letter means any letter entered into by reference to the Credit Agreement between one or more Administrative Parties and the Company setting out the amount of certain fees referred to in the Credit Agreement

Finance Document means

- (a) the Credit Agreement,
- (b) a Security Document,
- (c) the Intercreditor Agreement,

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- (d) an Ancillary Facility Document,
- (e) a Fee Letter,
- (f) the Hedging Arrangements,
- (g) the Hedging Letter,
- (h) a Transfer Certificate,
- (i) an Accession Agreement,
- (j) an accession agreement to the Intercreditor Agreement,
- (k) a Resignation Request,
- (l) the First Amendment and Restatement Agreement,
- (m) the Second Amendment and Restatement Agreement,
- (n) the Third Amendment and Restatement Agreement, or
- (o) any other document designated as such by the Facility Agent and the Company

Finance Party means a Lender, an Ancillary Lender, a Hedge Counterparty, the Security Agent, an Issuing Bank or an Administrative Party

First Amendment and Restatement Agreement means the agreement dated 29 November 2011 made between, amongst others, the Mortgagor and the Facility Agent, pursuant to which the terms of the Credit Agreement were amended and restated

Group means the Company and its Subsidiaries for the time being and **Group Company** and **member of the Group** shall be construed accordingly

Guarantor means an Original Guarantor or an Additional Guarantor

Guernsey Law Share Pledge means the Guernsey law governed share pledge dated 25 August 2012 between the Company, Heritage Insurance Management Limited and the Security Agent in respect of shares in Mouchel Insurance Limited

Hedge Counterparty means

- (a) each Original Hedge Counterparty, or
- (b) a Lender, an Affiliate of a Lender or a New Hedge Counterparty which has become a party to the Credit Agreement as a Hedge Counterparty in accordance with the provisions of clause 2.4 (Hedging) of the Credit Agreement,

which, in each case, is or has become, a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement

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Hedging Arrangements means any documentation detailing the terms of any interest rate swap agreement or cap which constitutes a transaction entered into by any Obligor in connection with the interest payable under the Facilities, including any renewal of, or amendment to, any hedging arrangement entered into in connection with the Existing Facility

Hedging Letter means a letter, addressed to the Arrangers and Original Hedging Counterparties from the Company dated on or before 26 January 2011, setting out the Company's hedging policy and the hedging arrangements to be entered into in respect of the interest rate liabilities of the Borrowers in relation to the Credit Agreement

Holding Company of any other person, means a person in respect of which that other person is a Subsidiary

Hong Kong Law Security Agreement means the Hong Kong law governed security agreement dated 25 August 2012 between Mouchel Middle East Limited and the Security Agent;

Intercreditor Agreement means the intercreditor agreement dated 25 August 2012, as amended and restated on the Third Amendment and Restatement Date, between, among others, the Original Obligors, the Facility Agent and the Security Agent

Irish Law Share Pledge means the Irish law governed share pledge dated 25 August 2012 between Mouchel Holdings Limited and the Security Agent in respect of shares in Mouchel Ireland Limited

Issuing Bank means

in respect of each Bond

- (a) the relevant Original Lender, or
 - (b) any Lender that has agreed to become an Issuing Bank in any Transfer Certificate,
- in each case which makes available a Bond issued or to be issued pursuant to the terms of the Credit Agreement

Jersey Law Share Pledge means the Jersey law governed share pledge between Mouchel Holdings Limited and the Security Agent in respect of shares in Mouchel International (Jersey) Limited

Lender means

- (a) an Original Lender, or
- (b) any person which becomes a Party in accordance with clause 2.2 (Increase) or clause 30.2 (Assignments and transfers by Lenders) of the Credit Agreement

Maltese Law Bank Account Pledge mean the Maltese law bank account pledge between Mouchel Middle East Limited and the Security Agent in respect of the bank account with account number HBMT 026-166173001 held by Mouchel Middle East Limited at HSBC,

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Malta

New Hedge Counterparty means any new hedging provider that is not a Lender or an Affiliate of a Lender that enters into Hedging Arrangements on or after the expiry or termination of the Existing Hedging Arrangements

Obligor means a Borrower or a Guarantor

On-going Pension Scheme Obligations means all amounts payable or owing by any Obligor to the Pension Trustee in respect a Pension Scheme in an aggregate amount not exceeding the aggregate deficits on the Pension Schemes calculated on the on-going basis in accordance with the method and assumptions disclosed in the then most recent actuarial valuation or report or, if later, the then most recent quarterly update to that actuarial valuation or report

Original Borrower means each of

- (a) Mouchel Finance Limited,
- (b) Mouchel Limited,
- (c) Mouchel Ewan Limited,
- (d) Mouchel Rail Limited,
- (e) Mouchel Traffic Support Limited,
- (f) Mouchel Holdings Limited,
- (g) Mouchel Business Services Limited,
- (h) Mouchel Management Consulting Limited,
- (i) Mouchel Middle East Limited, and
- (j) Mouchel International (Jersey) Limited

Original Credit Agreement means a £179,920,500 (originally £170,000,000) credit facilities agreement dated 26 January 2011 between (among others) Mouchel Group Plc and the Security Agent, as amended and restated on 29 November 2011, as amended on 28 March 2012, as amended on 31 July 2012, as amended and restated on 25 August 2012

Original Guarantor means each of

- (a) Mouchel Group plc (in administration),
- (b) Mouchel Finance Limited,
- (c) Mouchel Limited,
- (d) Mouchel Ewan Limited,
- (e) Mouchel Rail Limited,

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- (f) Mouchel Traffic Support Limited,
- (g) Mouchel Holdings Limited,
- (h) Mouchel Business Services Limited,
- (i) Mouchel Management Consulting Limited,
- (j) Mouchel Rail No 2 Limited,
- (k) Mouchel Finance & Treasury Holdings Limited,
- (l) Mouchel Rail No 3 Limited,
- (m) Mouchel International (Jersey) Limited,
- (n) Mouchel Middle East Limited, and
- (o) MRBL Limited

Original Hedge Counterparty means each of

- (a) Barclays Bank PLC,
- (b) Lloyds TSB Bank plc, and
- (c) National Westminster Bank plc.

Original Obligor means an Original Borrower or an Original Guarantor

Original Lender means each of

- (a) Barclays Bank PLC,
- (b) Lloyds TSB Bank plc, and
- (c) National Westminster Bank plc

Original Share Mortgage means the Hong Kong law governed mortgage dated 25 August 2012 between Mouchel International (Jersey) Limited, Mouchel Holdings Limited and the Security Agent in respect of shares in Mouchel Middle East Limited

Party means a party to the Credit Agreement

Pension Scheme means each of the occupational pension schemes known as the Mouchel Superannuation Fund, the Mouchel Staff Pension Scheme and the Mouchel Business Services Limited Pension Scheme (Final Salary Section) and where the context so admits or requires, includes all of them

Pension Scheme Obligation means the On-going Pension Scheme Obligations and the Section 75 Pension Scheme Obligations

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Pension Trustee means Mouchel Pension Trustee Limited and includes any additional trustee appointed in respect of any Pension Scheme after 25 August 2012

Receiver means a receiver and manager or (if the Security Agent so specifies in the relevant appointment) a receiver, in each case, appointed under the Hong Kong Law Confirmatory Share Mortgage

Related Rights means

- (a) any dividend or interest paid or payable in relation to the Shares, and
- (b) any right, money or property (including any shares, stocks, debenture, bonds or other securities or investments) accruing or offered at any time in relation to the Shares by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

Resignation Request means a letter in the form of Schedule 9 (Form of Resignation Request) of the Credit Agreement, with such amendments as the Facility Agent and the Company may agree

Second Amendment and Restatement Agreement means the agreement dated 25 August 2012 made between, amongst others, the Mortgagor and the Facility Agent, pursuant to which the terms of the Credit Agreement were amended and restated

Section 75 Pension Scheme Obligations means all amounts payable or owing by any Obligor to the Pension Trustee in respect of a Pension Scheme including any debt that has become due and payable by an Obligor under section 75 or 75A of the Pensions Act 1995 in respect of the Pension Schemes

Secured Party means a Finance Party or a Pension Trustee

Security means any security created by a Security Document

Security Agreement means

- (a) the Australian Law Bank Account Pledge,
- (b) the Existing English Law Debenture,
- (c) the Guernsey Law Share Pledge,
- (d) the Hong Kong Law Security Agreement,
- (e) the Original Share Mortgage,
- (f) the Irish Law Share Pledge,
- (g) the Jersey Law Share Pledge,
- (h) the Maltese Law Bank Account Pledge,

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(1) the English Law Debenture,

(each as defined in the Third Amendment and Restatement Agreement), and

each document listed in paragraph 9 of Schedule 2 (Conditions Precedent Documents) of the Third Amendment and Restatement Agreement and delivered to the Facility Agent as a condition precedent to the Third Amendment and Restatement Agreement

Security Asset means the Shares, the Related Rights and all other assets of the Mortgagor the subject of any security created by the Hong Kong Law Confirmatory Share Mortgage

Security Document means

(a) each Security Agreement, and

(b) any other document entered into by any Obligor creating or expressed to create Security Interests over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents that is delivered to the Security Agent after 26 January 2011

Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect

Shares means the 200,000 ordinary shares of HK\$1 each in the issued share capital of Mouchel Middle East, constituting the entire issued share capital of Mouchel Middle East

Subsidiary means

(a) a subsidiary within the meaning of section 1159 of the Companies Act 2006,

(b) unless the context otherwise requires, a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006, and

(c) in respect of Jersey companies, a subsidiary within the meaning of Articles 2 and 2A of the Companies (Jersey) Law 1991

Third Amendment and Restatement Agreement means the amendment and restatement agreement dated 19 February 2013 between, amongst others, the Mortgagor and the Facility Agent, pursuant to which the terms of the Credit Agreement and the Intercreditor Agreement were amended and restated,

Third Amendment and Restatement Date means the date upon which the Facility Agent issues the notification referred to in clause 2(c) (Amendments) of the Third Amendment and Restatement Agreement

Transfer Certificate means a certificate, substantially in the form of Schedule 5 (Form of Transfer Certificate) to the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require or any other form agreed between the Facility Agent and the Company



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5887559
CHARGE NO. 11**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A HONG KONG LAW GOVERNED
CONFIRMATORY SHARE MORTGAGE DATED 19 FEBRUARY
2013 AND CREATED BY MOUCHEL HOLDINGS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM
EACH OBLIGOR TO EACH FINANCE PARTY 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 26 FEBRUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 FEBRUARY
2013



Companies House



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