

MG01

Particulars of a mortgage or charge



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A18 03/07/2010 280
COMPANIES HOUSE

A21 29/06/2010 387
COMPANIES HOUSE

A fee is payable with this form.

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

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

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

SATURDAY

1 Company details

Company number 0 5 9 2 9 3 4 0

Company name in full 2e2 Holdings Limited (the "Company")

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 2 1 0 6 2 0 1 0

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 Shares pledge

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 in any other capacity whatsoever) of
each Obligor to any Secured Creditor under any Secured
Debt Finance Document, except for any obligation or
liability which, if it were so included, would result in
the Debenture contravening any law (the "**Secured
Liabilities**")

Definitions:

Additional Chargor means a member of the Group which
becomes a Chargor by executing a Deed of Accession
Chargor means an Original Chargor (which includes the
Company) and any Additional Chargor
Group means 2e2 Investments Limited, 2e2 Holdings
Limited and its Subsidiaries

See continuation sheet

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	Hutton Collins Capital Partners III	
Address	50 Pall Mall	
	London	
Postcode	S W 1 Y 5 J H	
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>The Company with full title guarantee and as continuing security for the payment and discharge to the Security Agent of all the Secured Liabilities</p> <p>(i) charges the Shares to the Security Agent, by way of a first fixed charge,</p> <p>(ii) charges and agrees to mortgage and charge to the Security Agent by way of a first fixed charge all stocks, shares, securities (and dividend and interest thereon), rights, money or property accruing or offered at any time (whether by way of redemption, bonus, preference, options rights or otherwise) to or in respect of any of the Shares or in substitution or exchange for or otherwise derived from, any of the Shares, and</p> <p>(iii) subject to clause 7 (Powers) of the Shares Pledge assigns and agrees to assign (subject to the proviso for reassignment contained in Clause 15 of the Shares Pledge) all rights relating to the Shares which the Company may have now or in the future against the Security Agent or any third party</p> <p>The Company undertakes to the Security Agent that</p> <p>(i) it shall not create or permit to subsist any mortgage, charge, pledge, lien or other security interest over the Charged Assets,</p> <p>(ii) it shall not sell, transfer or otherwise dispose of the Charged Assets, and</p> <p>(iii) it shall not and shall procure that 2e2 Investments Limited will not vary any of its constitutional documents in any respect which would be reasonably likely to be materially adverse to the interests of the Security Agent</p> <p>Definitions: Please also refer to the definitions at 4 above. Charged Assets means the Shares and the rights in respect thereof charged in terms of Clause 3 of the Shares Pledge Shares means (i) the 106,153,780 ordinary shares of £1 each in the issued share capital of the 2e2 Investments Limited which the Company has agreed to mortgage and charge in accordance with the provisions of the Loan Note Instrument and (ii) any further shares or other securities issued by the 2e2 Investments Limited to the Company from time to time</p>	

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

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

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

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

Commission allowance or discount

Not applicable

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 866)

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 870) 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 *Moterra Soluto* 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 Michael Barron

Company name
Dickson Minto W S

Address Royal London House

22-25 Finsbury Square

Post town London

County/Region

Postcode E C 2 A 1 D X

Country

DX

Telephone



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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Amount secured

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

Amount secured

HC Security Documents has the meaning given to it in the Loan Note Instrument

Intercreditor Agreement has the meaning given to it in the Loan Note Instrument

Investment Agreement has the meaning given to it in the Loan Note Instrument

Loan Note Instrument means the loan note instrument constituting the issue of up to £85,000,000 secured 2010 loan notes by 2e2 Investments Limited

Notes means the secured notes originally constituted by the Loan Note Instrument and of the time being issued and outstanding

Noteholders has the meaning given to it in the Loan Note Instrument

Noteholders Representative has the meaning given to it in the Loan Note Instrument

Noteholder Subordination Deed has the meaning given to it in the Loan Note Instrument

Obligor means the Parent and each of the other Chargors from time to time

Parent means 2e2 Investments Limited (Company number 05928851)

Secured Creditors means the Noteholders Representative, the Noteholders from time to time and the Security Agent

Security Agent means Hutton Collins Capital Partners III as agent and trustee for the Secured Creditors

Secured Debt Finance Documents means the Loan Note Instrument, the Notes, the Investment Agreement, the Intercreditor Agreement, the Noteholder Subordination Deed, the Subscription Agreement and the HC Security Documents

Subscription Agreement has the meaning given to it in the Loan Note Instrument

Subsidiaries shall have the meaning given to it by section 1159 of the Companies Act 2006 and shall include "subsidiary undertaking" as defined by the Companies Act 2006



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5929340
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SHARES PLEDGE DATED 21 JUNE
2010 AND CREATED BY 2E2 HOLDINGS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM
EACH OBLIGOR TO ANY SECURED CREDITOR 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 3 JULY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 JULY 2010

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES