

MG01

Particulars of a mortgage or charge



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**iris**  
LASERFORM

**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  
register particulars of a charge for  
company. To do this, please use  
form MG01s

THURSDAY



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26/01/2012

#231

COMPANIES HOUSE

1

**Company details**

Company number

0 6 2 2 3 3 9 0

Company name in full

EQUINITI DEBT CO LIMITED (the "Company")

2

For official use



**Filing 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 d7 m0 m1 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

SUPPLEMENTAL CHARGE dated 17 January 2012 between the Charging Companies and the  
Security Agent (the "Supplemental Charge")

4

**Amount secured**

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

Amount secured

All monies or liabilities due, owing or incurred to any Secured Party  
by any Charging Company and any other Obligor under any Senior  
Finance Document as at 17 January 2012 or in the future, in any  
manner whether actual or contingent, whether incurred solely or  
jointly with any other person or whether as principal or surety,  
together with all interest accruing thereon and including all  
liabilities in connection with any notes, bills or other instruments  
accepted by any Secured Party for or at the request of an Obligor  
and all losses incurred by any Secured Party in connection  
therewith except for any money or liability which, if it were so  
included, would cause the infringement of section 151 of the  
Companies Act 1985 and taking into account the operation of  
clause 23.11 of the Senior Facilities Agreement (the  
"Indebtedness")

Continued on continuation page

**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 LLOYDS TSB BANK PLC

Address 2nd Floor, 10 Gresham Street, London as security trustee for itself and the other Secured Parties (the "Security Agent")

Postcode E C 2 V 7 A E

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

#### 1 CHARGING CLAUSE

The Company, as continuing security for the payment of the Indebtedness, has charged by way of first fixed charge, in favour of the Security Agent with full title guarantee all rights and interest in any and each Hedging Agreement, both as at 17 January 2012 and in the future, from time to time owned by it or in which it has an interest including those set out in schedule 2 (New Hedging Agreements) to the Supplemental Charge, as set out in schedule 2 hereto (the "Charged Hedging Agreements")

#### 2 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The Company shall not

(a) create or agree to create or permit to subsist any Security interest over all or any part of the Charged Hedging Agreements (unless otherwise entered into pursuant to the Original Debenture), or

(b) dispose of all or any part of the Charged Hedging Agreements or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so,

except as permitted by the Senior Facilities Agreement or with the prior consent of the Security Agent

Continued on continuation page

# 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

N/A

### 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)

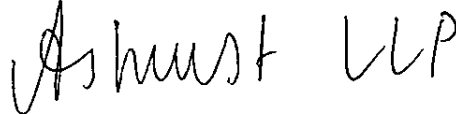
We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate 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  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 LCRIDL/ABARTL/LLO03 00014/23165445

Company name  
Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

County/Region

Postcode E C 2 A 2 H A

Country England

DX 639 London City

Telephone +44 (0)20 7638 1111



### 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

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>NOTE</p> <p>In this Form MG01</p> <p>"Affiliate" means Affiliate as such term is defined in the Senior Facilities Agreement,</p> <p>"Charging Companies" means the Parent and each of the companies listed in schedule 1 to the Supplemental Charge, as set out in schedule 1 hereto,</p> <p>"Facilities" means a Term Facility and/or the Revolving Facility (as both such terms are defined in the Senior Facilities Agreement),</p> <p>"Facility Agent" means Lloyds TSB Bank plc,</p> <p>"Group" means the Parent and each of its Subsidiaries for the time being,</p> <p>"Group Company" means a member of the Group,</p> <p>"Hedge Counterparty" means a provider of hedging arrangements which has entered into those arrangements in accordance with 27 28 (Treasury Transactions) of the Senior Facilities Agreement, and which has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions thereof For the avoidance of doubt this expression includes any person who was, at the time of entry into those hedging arrangements, but is no longer, a Lender or an Affiliate of a Lender,</p> <p>"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into,</p> <p>(a) between an Obligor and a Hedge Counterparty who is also a Lender for the purpose of hedging interest rate liabilities in relation to any of the Facilities (including without limitation any such agreement, confirmation or schedule entered into in accordance with the Hedging Letter delivered to the Facility Agent under clause 4 1 (Initial Conditions Precedent) of the Senior Facilities Agreement);</p> <p>(b) between an Obligor and any Hedge Counterparty who is also a Lender for the purpose of hedging interest rate income in relation to the ordinary course of trading activities of such Obligor,</p> <p>in each case as the same may be replaced, amended, novated, supplemented, extended or restated from time to time,</p> <p>"Hedging Letter" means the letter between the Facility Agent and the Parent setting out the agreements in relation to the hedging obligations of the Group,</p> <p>"Intercreditor Agreement" means the Intercreditor Agreement as such term is defined in the Senior Facilities Agreement,</p> <p>"Lender" means Lender as such term is defined in the Senior Facilities Agreement,</p> <p>"Obligor" means a Borrower or a Guarantor (as both such terms are defined in the Senior Facilities Agreement),</p> <p>"Original Debenture" means the debenture dated 21 May 2007 between, among others, each of the Charging Companies named therein and the Security Agent,</p> <p>"Parent" means Equiniti Cleanco Limited (a company incorporated in England and Wales with registered number 06226223),</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

"Secured Party" means each Senior Finance Party (as such term is defined in the Senior Facilities Agreement),

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

"Senior Facilities Agreement" means the senior facilities agreement dated 21 May 2007 (as amended and/or restated from time to time) between, among others, the Parent, Lloyds TSB Bank plc (as Facility Agent), the Security Agent and the Lenders,

"Senior Finance Document" means each Senior Finance Document as such term is defined in the Senior Facilities Agreement, and

"Subsidiary" means Subsidiary as such term is defined in the Senior Facilities Agreement

# 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

#### SCHEDULES

#### SCHEDULE 1

#### Charging Companies

Name

Registered Number

Equiniti Cleanco Limited

06226223

Equiniti Debtco Limited

06223390

Equiniti Holdings Limited

06223360

Equiniti Limited

06226088

#### SCHEDULE 2

#### New Hedging Agreements

ISDA Master Agreement and Schedule to the Master Agreement dated 19 October 2011 between  
Lloyds TSB Bank plc and Equiniti Limited



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

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

**COMPANY NO. 6223390  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SUPPLEMENTAL CHARGE DATED  
17 JANUARY 2012 AND CREATED BY EQUINITI DEBT CO  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM ANY CHARGING COMPANY AND ANY OTHER  
OBLIGOR TO ANY SECURED 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 JANUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 FEBRUARY  
2012

*DX*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES