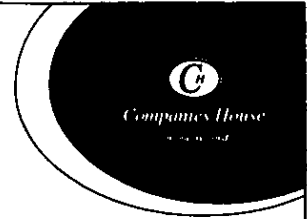


312016/13

In accordance with  
Section 860 of the  
Companies Act 2006

**MG01**

## Particulars of a mortgage or charge



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 a Scot  
company. To do this, please use  
form MG01s

THURSDAY



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06/10/2011

112

COMPANIES HOUSE

<b>1</b>	<b>Company details</b>		For official use
Company number	0	6 4 0 9 6 6 1	<input checked="" type="checkbox"/> <b>Filing in this form</b> Please complete in typescript or in bold black capitals.  All fields are mandatory unless specified or indicated by *
Company name in full	ELQ INVESTORS III LTD		
<b>2</b>	<b>Date of creation of charge</b>		
Date of creation	d 1	m 09	y 2011
<b>3</b>	<b>Description</b>		
	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.		
Description	The account pledge agreement (the "Agreement") dated 16 September 2011 and entered into between ELQ INVESTORS III LTD (the "Pledgor") and SIGNUM LUXEMBOURG I S A (the "Pledgee")		
<b>4</b>	<b>Amount secured</b>		
	Please give us details of the amount secured by the mortgage or charge.		
Amount secured	<b>Subject Matter of the Pledge</b>  A bank account held with JP Morgan AG (the "Bank") in Germany (Account No DE42501108006111600992) (the "Pledged Account")  All capitalised terms shall have the meaning given to them in Section 6 of this Form MG 01 unless defined elsewhere in this Form MG01		<b>Continuation page</b> Please use a continuation page if you need to enter more details.

MG01

Particulars of a mortgage or charge

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**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

Signum Luxembourg I S A

Address

2, Boulevard Konrad Adenauer

Luxembourg

Postcode

L - 1 1 1 5

Name

N/A

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.

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

Short particulars

Please refer to the Continuation Sheet(s)

# MG01

## Particulars of a mortgage or charge

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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

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).

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### 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 **Thomas Young/Ben Howard**

Company name **Sullivan & Cromwell**

Address **One New Fetter Lane**

Post town **London**

County/Region

Postcode **E C 4 A 1 A N**

Country **England**

DX

Telephone **0207 959 8900**



### 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	<p>In consideration for the Pledgee making available the Facility to to the Pledgor, the Pledgor has, pursuant to the Agreement, pledged to the Pledgee any claims of the Pledgor arising against the Bank from or under the Pledged Account as security for the Pledgor's obligations under the Loan Agreement, including interest accruing on the funds deposited therein. In the case of a current account, the Pledge shall attach to any present and future claims and rights of the Pledgor against the Bank in respect of the Pledged Account, including all credit balances which are determined at the end of a respective balancing interval and all monies and interest payable, from time to time, standing or accruing to the credit of the Pledged Account.</p> <p>The Pledgor shall notify the Bank within three (3) Business Days after the date of the Agreement that the claims under the Pledged Account have been pledged in favor of the Pledgee. Further, the Pledgor shall obtain the Bank's agreement to the subordination of its account pledge pursuant to its general terms and conditions and provide evidence of such agreement to the Pledgee within fourteen (14) Business Days after the date of the Agreement.</p> <p>Notwithstanding the aforesaid, the Pledgor hereby irrevocably authorizes the Pledgee to undertake any acts, execute any forms and make any declarations that may be required in order to perfect the Pledge.</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	<p>"Acquisition Cost" means, as to any Portfolio Asset, the acquisition price thereof</p> <p>"Advance" means any Senior Advance or Junior Advance of the Facility pursuant to the Loan Agreement or any Deemed Advance</p> <p>"Advance Rate" means (i) with respect to any Senior Eligible Asset, seventy percent (70%) of the lesser of (x) the Acquisition Cost thereof and (y) the face amount thereof, and (ii) with respect to any Junior Eligible Asset, fifty-five percent (55%) of the lesser of (x) the Acquisition Cost thereof and (y) the face amount thereof</p> <p>"Affiliate" of any specified Person means any other Person controlling or controlled by or under common control with such specified Person</p> <p>"Borrower Accounts" means Account No 0012948699 denominated in Pounds Sterling, maintained at Citibank, N A , London Branch, Account No 0012978040 denominated in Dollars, maintained at Citibank, N A , London Branch, and Account No DE42501108006111600992 denominated in Euros, maintained at JP Morgan AG, each of which is pledged to, or otherwise secured in favor of, Pledgee pursuant to a Pledge of Accounts and any other Eligible Account pledged to, or otherwise secured in favor of, Pledgee in a manner reasonably satisfactory to Pledgee, during the term of the Facility</p> <p>"Business Day" means any day (i) other than a Saturday, Sunday, or any other day on which national banks in New York, New York, London, England, or Frankfurt, Germany are not open for business and (ii) that is a TARGET Day</p> <p>"Deemed Advance" means any Advance deemed made by Pledgee to Pledgor pursuant to the Loan Agreement</p> <p>"Dollars" or " \$ " means the lawful currency of the United States of America</p> <p>"Eligible Account" means an account designated by Pledgor and maintained with an Eligible Institution</p> <p>"Eligible Institution" means Citibank, N A , London Branch, JP Morgan AG and any other financial institution, in each case, for so long as the short-term unsecured debt obligations of which are rated by the Rating Agencies not less than "A-3" (or the equivalent)</p> <p>"Equity Pledge" means that certain charge over shares, dated as of the date of the Loan Agreement, by Shareholder to Pledgee, as the same may be amended, modified or supplemented from time to time.</p> <p>"Euros" or "€" means the lawful currency of the eurozone</p> <p>"Facility" means a revolving credit facility in the amount of up to the Maximum Draw Amount, subject to and in accordance with the terms and conditions of the Loan Agreement</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	<p>"Facility Expansion" means additional sources of financing for the Portfolio Assets, which the Pledgor has been permitted to identify and in the event that Pledgor identifies any such source (each, a "Facility Expansion Noteholder"), after first providing Noteholder the opportunity to increase its commitment to purchase further Notes, Pledgor shall have the option of expanding the Facility in an amount equal to the aggregate commitment of such Facility Expansion Noteholder, which expansion shall be in increments of £1,000,000 00 and in a maximum amount not to exceed £299,000,000 00</p> <p>"GS Group" means The Goldman Sachs Group, Inc and/or its successors and assigns and shall include any entity that succeeds to all or substantially all of the business currently conducted by The Goldman Sachs Group, Inc</p> <p>"Junior Advance" means each advance on the Facility in respect of a Junior Eligible Asset, which advance shall be made at the Advance Rate applicable to Junior Eligible Assets</p> <p>"Junior Eligible Asset" means any Subordinated Debt Security meeting the Portfolio Eligibility Criteria at the time of acquisition by Pledgor</p> <p>"Loan Agreement" means the loan agreement, dated 16 September 2011, by and between the Pledgor and the Pledgee</p> <p>"Loan Documents" means, collectively, the Loan Agreement, the Pledge Agreements, and all other agreements, instruments, certificates and documents delivered by or on behalf of Pledgor or an Affiliate thereof to evidence or secure the Facility or otherwise in satisfaction of the requirements of the Loan Agreement or the other documents listed above, as all of the aforesaid may be amended or modified from time to time with the prior written consent of Pledgee and Pledgor</p> <p>"Maximum Draw Amount" means £300,000,000 00, subject to any increases thereof resulting from the Facility Expansion</p> <p>"Moody's" means Moody's Investors Service Limited</p> <p>"Noteholder" means, individually or collectively, as the context may require, [Aeron] and any other holder of a Note Provisions of the Loan Agreement requiring the consent of Noteholder shall require the consent of a majority (by principal balance) of the holders of the Notes</p> <p>"Notes" means, collectively, those certain promissory notes issued by Pledgee in favor of Noteholder, and "Note" means any of them</p> <p>"Person" means any individual, corporation, limited liability company, partnership, joint venture, estate, trust, unincorporated association, any national, prefectural or local government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing</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	<p>"Pledge" means the pledge given by the Pledgor to the Pledgee as security for the Pledgor's obligations under the Loan Agreement and the other Loan Documents and the Pledged Account, which has been established in Germany with the Bank</p> <p>"Pledge Agreements" means, collectively, the Equity Pledge and each Pledge of Accounts</p> <p>"Pledge of Accounts" means any pledge or other security interest granted by Pledgor to Pledgee of one or more of the Borrower Accounts, as the same may be amended, modified or supplemented from time to time</p> <p>"Portfolio Assets" means, collectively, (a) (i) Senior Eligible Assets, (ii) Junior Eligible Assets and (iii) any other assets approved by Pledgor and the Noteholder, and if such assets are not debt securities, by the Pledgee as well, which, in each case, are acquired by Pledgor with the proceeds of the Advances and (b) any assets acquired by Pledgor in connection with the foreclosure or other realization on any of the assets described in clause (a) above, and "Portfolio Asset" means any of them</p> <p>"Portfolio Eligibility Criteria" means those certain criteria enumerated on Schedule 2 to the Loan Agreement, as such Schedule may be amended, modified, or supplemented from time to time</p> <p>"Pounds Sterling" or "£ " means the lawful currency of the United Kingdom</p> <p>"Rating Agencies" means Moody's and S&amp;P</p> <p>"S&amp;P" means Standard &amp; Poor's Rating Services, Inc</p> <p>"Senior Eligible Asset" means any Senior Secured Debt Security or Senior Unsecured Debt Security meeting the Portfolio Eligibility Criteria at the time of acquisition by Pledgor</p> <p>"Senior Advance" means each advance on the Facility in respect of a Senior Eligible Asset, which advance shall be made at the Advance Rate applicable to such Senior Eligible Asset</p> <p>"Senior Secured Debt Security" means a loan, note or other debt security (or an interest in a loan, note or other debt security) made to, or issued by, an obligor where the primary collateral for such loan, note or other debt security is a first-ranking lien or other security interest on all or certain of the assets of such obligor</p> <p>"Senior Unsecured Debt Security" means a loan, note or other debt security (or an interest in a loan, note or other debt security) made to, or issued by, an obligor that is unsecured and where, in respect of such obligor, no other lender or noteholder is granted a lien or other security interest on any of the assets of such obligor or, if any other lender or noteholder is granted such a lien or other security interest, the holders of the loan, note or other unsecured debt security will be granted an equivalent lien or other security interest</p>	



**MG01 - continuation page**  
**Particulars of a mortgage or charge**

6	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>"Shareholder" means ELQ Holdings (UK) Ltd, in its capacity as the sole shareholder of Pledgor, together with its successors and assigns in such capacity, each of which shall be an Affiliate of GS Group</p> <p>"Subordinated Debt Security" means a loan, note or other debt security (or an interest in a loan, note or other debt security) made to, or issued by, an obligor where (i) the primary collateral for such loan, note or other debt security is a junior lien or other junior security interest on all or certain of the assets of such obligor and (ii) the security interest in that collateral is subordinate by its terms to a security interest that has been granted by such obligor to one or more other lenders or noteholders and/or such loan, note or other debt security is junior in right of payment to the rights of one or more secured or unsecured lenders to such obligor. For the avoidance of doubt, any second-lien or mezzanine debt security shall constitute a Subordinated Debt Security under the Loan Agreement</p> <p>"TARGET" means Trans-European Automated Real-time Gross Settlement Express Transfer payment system</p> <p>"TARGET2" means Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilizes a single platform and which was launched on November 19, 2007</p> <p>"TARGET Day" means (i) until such time as TARGET is permanently closed down and ceases operations, any day on which both TARGET and TARGET2 are open for the settlement of payments in Euro, and (ii) following such time as TARGET is permanently closed down and ceases operations, any day on which TARGET2 is open for the settlement of payments in Euro</p>	



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

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

**COMPANY NO. 6409661  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ACCOUNT PLEDGE AGREEMENT  
DATED 16 SEPTEMBER 2011 AND CREATED BY ELQ  
INVESTORS III LTD FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO SIGNUM  
LUXEMBOURG I S.A. 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 OCTOBER  
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 OCTOBER  
2011



**Companies House**  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES