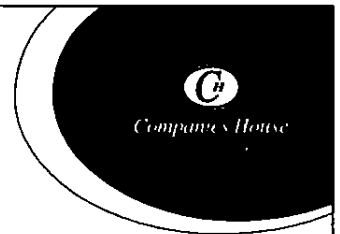


# MG01

## Particulars of a mortgage or charge

714284/91



**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 on a company. To do this, please use form MG01s

MONDAY



LD6

\*L150E6D6\*

19/03/2012

#24

COMPANIES HOUSE

ase  
uk

**1**

### Company details

Company number

0 7 8 7 6 0 2 9

Company name in full

ROBIN TG INVESTMENTS LIMITED

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

<sup>d</sup>2 <sup>d</sup>9 <sup>m</sup>0 <sup>m</sup>2 <sup>y</sup>2 <sup>y</sup>0 <sup>y</sup>1 <sup>y</sup>2

**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

Charge over shares dated 29 February 2012 between Robin TG Investments Limited as Chargor and Robin Holding SARL as Secured Party

**4**

### Amount secured

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

Amount secured

All obligations and liabilities (present and future, actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) now or hereafter due, owing, incurred or payable or expressed to be due, owing, incurred or payable by each Obligor to any Secured Party under, pursuant to or in connection with any Finance Document (including without limitation, the Obligations) except for any obligation or liability which, if it were so included, would result in this Deed contravening any law (including sections 678 or 679 of the Companies Act 2006) and any other obligations owing to the Secured Party from time to time

**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

Name ROBIN HOLDING SARL  
Address 46A Avenue J F Kennedy, L-1885, Luxembourg  
Grand Duchy of Luxembourg  
Postcode

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

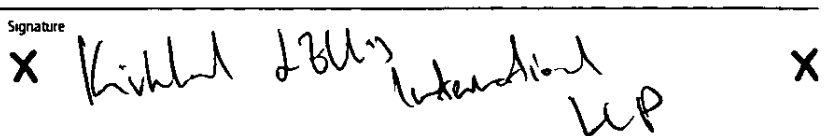
Short particulars

1 Charge  
1 1 The charges contained in clause 1  
(a) are given to the Secured Party,  
(b) secure the payment and discharge of the Secured Obligations, and  
(c) are given with full title guarantee  
1 2 The Chargor charged, by way of fixed charge, all of the Rights which it now has and all of the Rights which it obtains at any time in the future in  
(a) the Shares,  
(b) any Rights accruing to, derived from or otherwise connected with the Shares (including Dividends and proceeds of Disposal), and  
(c) any warrants, options and other Rights to subscribe for or otherwise acquire Shares  
2 Restrictions  
2 1 The Chargor will ensure that the restrictions contained in clause 2 are complied with unless the Secured Party agrees to the contrary  
2 2 No Security will exist over, or in relation to, any Charged Asset other than Finance Party Security and Permitted Liens  
2 3 There will be no Disposal of any Charged Asset except as expressly permitted under the Priority Deed  
(See Continuation Page)

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

# MG01

## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>  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 <ul style="list-style-type: none"> <li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li> <li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li> </ul> 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		
<b>8</b>	<b>Delivery of instrument</b>  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)	
<b>9</b>  Signature	<b>Signature</b>  Please sign the form here  <div style="border: 1px solid black; padding: 5px;"> <small>Signature</small>   </div> 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 **Kieran Sharma**

Company name **Kirkland & Ellis International LLP**

Address **30 St Mary Axe**

Post town **London**

County/Region

Postcode **E C 3 A 8 A F**

Country **United Kingdom**

DX

Telephone **+44 (0) 20 7469 2268**



### 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><b>Definitions</b></p> <p>"Charged Assets" means those assets which are from time to time the subject of clause 1</p> <p>"Chargor" is Robin TG Investments Limited a company incorporated in England and Wales with registered number 07876029</p> <p>"Disposal" means any transfer or other disposal of an asset or of an interest in an asset, or the creation of any Right over an asset in favour of another person, but not the creation of Security</p> <p>Security means</p> <p>(a) any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind in any jurisdiction,</p> <p>(b) any proprietary interest over an asset, or any contractual arrangement in relation to an asset, in each case created in relation to the Loan and which has the same commercial effect as if security had been created over it, and</p> <p>"Dividends", in relation to any Share, means</p> <p>(a) dividends and distributions of any kind and any other sum received or receivable in respect of that Share,</p> <p>(b) shares or other Rights accruing or offered by way of redemption, bonus, option or otherwise in respect of that Share,</p> <p>(c) allotments, offers and rights accruing or offered in respect of that Share, and</p> <p>(d) any other Rights attaching to, deriving from or exercisable by virtue of the ownership of, that Share</p> <p>"Priority Deed" means the deed of priority dated on or about the date of this Deed between HSBC Bank plc, the Chargor and the Secured Party</p> <p>"Right" means any right, privilege, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary</p> <p>"Shares" means</p> <p>(a) the shares described in Schedule 2 (which sets out the number of shares, nominal value and class of shares covered by the charge held by the Company) (Shares),</p> <p>(b) any other shares in the capital of the Company which are beneficially owned by the Chargor and provided that in no event shall more than 65% of the total share capital of the Company be required to be secured hereunder, and</p> <p>(c) any shares acquired by the Chargor after the date of this Deed which are designated as Shares</p> <p>"Secured Obligations" means all obligations and liabilities (present and future, actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) now or hereafter due, owing, incurred or payable or expressed to be due, owing, incurred or payable by each Obligor to any Secured Party under, pursuant to or in connection with any Finance Document (including without limitation, the Obligations) except for any obligation or liability which, if it were so included, would result in this Deed contravening any law (including sections 678 or 679 of the Companies Act 2006) and any other obligations owing to the Secured Party from time to time</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

"Secured Party" is Robin Holdings SARL as secured party

"Security" means

(a) any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind in any jurisdiction,

(b) any proprietary interest over an asset, or any contractual arrangement in relation to an asset, in each case created in relation to the Loan and which has the same commercial effect as if security had been created over it, and

(c) any right of set-off created by agreement

"Finance Party Security" means the Security created by this Deed and any other existing or future Security granted by the Chargor to the Secured Party to secure the payment and discharge of Secured Obligations



**FILE COPY**

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

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

COMPANY NO. 7876029

CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A CHARGE OVER SHARES DATED 29  
FEBRUARY 2012 AND CREATED BY ROBIN TG INVESTMENTS  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM EACH 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 19 MARCH 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 MARCH 2012

