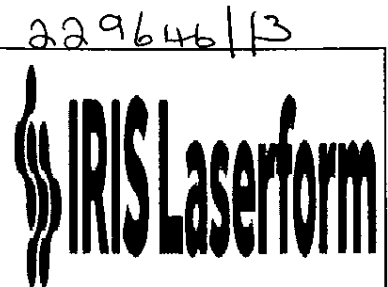


MR01

Particulars of a charge



A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR00

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration**
21 days beginning with the day after the date of creation of
delivered outside of the 21 days it will be rejected unless it is
court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this form
scanned and placed on the public record



A11 03/09/2013 #60
COMPANIES HOUSE

1 Company details

Company number 0 8 3 5 1 8 1 6 ✓

Company name in full Alderaan Holdco Limited

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 Charge creation date

Charge creation date d2 d2 m0 m8 y2 y0 y1 y3 ✓

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Lloyds TSB Bank plc
(as security trustee for the Secured Parties)

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

N/A

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ **Yes**

☐ **No**

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ **Yes** Continue

☒ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ **Yes**

☐ **No**

MR01

Particulars of a charge

8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X *Hogan Lovells International LLP* X

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

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name F3/MJC/PT

Company name Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

Country/Region

Postcode E C 1 A 2 F G

Country United Kingdom

DX 57 London Chancery Lane

Telephone +44 (20) 7296 2000



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper

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

CHFP025

04/13 Version 1.0



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8351816

Charge code: 0835 1816 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd August 2013 and created by ALDERAAN HOLDCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd September 2013

[Handwritten signature]

Given at Companies House, Cardiff on 4th September 2013



EXECUTION VERSION

DATED 22 August 2013

LLOYDS TSB BANK PLC

as secured party

AND

ALDERAAN HOLDCO LIMITED

as debtor

SECURITY INTEREST AGREEMENT

in relation to the issued share capital of HgCapital 7 General Partner (Guernsey) Limited

Save for material redacted pursuant to s859G of the Companies Act 2006, we hereby certify that this is a true copy of the composite original

Signed: Hogan Lovells International LLP

Dated: 29/08/2013

Hogan Lovells International LLP
Atlantic House
Holborn Viaduct
London EC1A 2FG



WWW.CAREYOLSEN.COM

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THIS AGREEMENT is made the 22 day of August 2013

BETWEEN

- (1) LLOYDS TSB BANK PLC as security trustee for the Secured Parties, whose registered office is at 25 Gresham Street, London EC2V 7HN (the "Security Agent"), and
- (2) ALDERAAN HOLDCO LIMITED a limited company registered in England and Wales with its registered office at 2 More London Riverside, London SE1 2AP (the "Grantor")

WHEREAS.

- (A) The Grantor is the registered shareholder of the Company (as defined below)
- (B) The Grantor is the sole legal and beneficial owner of the Affected Securities
- (C) It is a condition precedent to the Company's accession to the Facilities Agreement that the Grantor enter into this Agreement with the Security Agent and thereby and pursuant thereto create security interests as set out in Clause 2 hereof as security, inter alia, for the Grantor's obligations under the Facilities Agreement

IT IS HEREBY AGREED as follows

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement

"Affected Securities"	means the securities which from time to time comprise part of the Collateral,
"Agent"	has the meaning given to that term in the Facilities Agreement,
"this Agreement"	extends to every separate and independent stipulation contained herein and includes any recitals and schedules and any amendment or supplement which is for the time being in effect,
"Arranger"	has the meaning given to that term in the Facilities Agreement,
"Beneficiary"	means the Agent, the Arranger, the Security Agent, a Lender or a Hedge Counterparty,
the "Borrower"	means Dogmer4 Limited, a limited liability company incorporated under the laws of England and Wales with

registered number 06092715,

the "Collateral"

means

- (a) 25,000 ordinary shares of £1.00 each in the capital of the Company including all Derivative Assets,
- (b) all the Grantor's right, title and interest from time to time to and in all such securities and Derivative Assets, and
- (c) any and all further shares in the capital of the Company of which the Grantor may be or become the legal and/or beneficial owner from time to time including all Derivative Assets,

provided that each part of the Collateral so described that is capable of being separately assigned or sold to a third party shall be deemed to be a separate item of Collateral for the purposes of this Agreement but unless otherwise expressly stated the expression "Collateral" includes all such items of Collateral,

the "Company"

means HgCapital 7 General Partner (Guernsey) Limited a non-cellular company limited by shares incorporated in Guernsey with company number 56230,

"Declared Default"

means that an Event of Default has occurred which has resulted in the Agent has taking steps to exercise any of its respective rights under Clause 24.18 (*Acceleration*) of the Facilities Agreement,

"Derivative Assets"

means all securities, dividends, interest or other property (whether of a capital or income nature) accruing, deriving, offered or issued at any time by way of dividend, bonus, redemption, exchange, substitution, conversion, consolidation, sub-division, preference, option or otherwise which are attributable to any Affected Securities or any Derivative Assets previously described and all rights from time to time thereto,

"Encumbrance"

includes any mortgage, charge, assignment, pledge, lien, hypothecation, security interest, trust arrangement, title retention, option, (or any similar third party rights or

	obligations) or other arrangement having the effect of security,
"Event of Default"	means an Event of Default under and as defined in the Facilities Agreement,
"Exchange Rate"	means a rate of exchange between one currency and another which is determined by the Security Agent to be a reasonable market rate as at the time that the exchange is effected,
the "Facilities Agreement"	means the facilities agreement dated on 22 May 2012, as amended and restated pursuant to an amendment agreement dated 25 July 2013 between, among others, Dogmer4 Limited (as the Borrower), Hg Capital LLP (as the Guarantor) and Lloyds TSB Bank plc (as Arranger, Original Lender, Agent, Security Agent and in certain other capacities),
"Finance Document"	means the Facilities Agreement, any Accession Deed, any Compliance Certificate, any Fee Letter, any Hedging Agreement entered into with a Lender, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Agent and the Borrower,
"GFSC"	means the Guernsey Financial Services Commission,
the "Grantor"	includes the successors or (as the case may be) heirs of the person named as the Grantor above,
"Hedge Counterparty"	has the meaning given to that term in the Facilities Agreement,
"Insolvent" and "Insolvency"	include any state of insolvent winding up, bankruptcy, <i>désastre</i> , <i>saisie</i> , administration, receivership, administrative receivership or similar status under the laws of any relevant jurisdiction,
"Interest"	means interest payable at the default rate specified in Clause 10 3 (<i>Default Interest</i>) of the Facilities Agreement,

the "Law"	means the Security Interests (Guernsey) Law, 1993,
"Legal Reservations"	has the meaning given to that term in the Facilities Agreement,
"Lender"	has the meaning given to that term in the Facilities Agreement,
"Obligor"	has the meaning given to that term in the Facilities Agreement,
"Perfection Requirements"	has the meaning given to that term in the Facilities Agreement,
"POI Law"	means the Protection of Investors (Bailiwick of Guernsey) Law, 1987 (as amended),
"Required Currency"	means the currency or currencies in which the Secured Sums are for the time being expressed,
"Secured Sums"	<p>means 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 all or any of the Beneficiaries under each or any of the Finance Documents, in each case together with</p> <p>(a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document, and</p> <p>(b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents,</p>
the "Security Agent"	means Lloyds TSB Bank plc as security agent and trustee for the Beneficiaries including any successor appointed by the Beneficiaries pursuant to the Finance Documents,
"Tax"	has the meaning given to that term in the Facilities Agreement

1 2 Unless the context requires otherwise in this Agreement

1 2 1 the singular includes the plural and the masculine includes the feminine and neuter genders and vice versa,

1 2 2 references to a Clause or Schedule are to a clause or schedule of this Agreement,

1 2 3 references to the Facilities Agreement or to any other agreement, instrument or document are to the Facilities Agreement or such other agreement, instrument or document as respectively amended, supplemented, substituted or novated for the time being,

1 2 4 unless otherwise defined in this Agreement, words and expressions shall have the same meaning as in the Facilities Agreement,

1 2 5 references to any statutory provision are to such statutory provision as modified or re-enacted for the time being and include any analogous provision or rule under any applicable law, and

1 2 6 to the extent that there is a conflict or inconsistency between the provisions of the Facilities Agreement and this Agreement, the provisions of this Agreement will prevail, unless this would prejudice the security interests constituted or intended to be constituted by this Agreement or be contrary to the requirements of the Law or be contrary to the provisions of this Agreement or in any way compromise the position of the Security Agent

1 3 For the avoidance of doubt, it is hereby confirmed that for the purposes of the Law the Security Agent is "the secured party" and the Grantor is "the debtor"

2 GRANT OF SECURITY INTEREST

2 1 To the intent that the Security Agent (or its nominee) shall have a security interest in each separate item of Collateral by way of security for the Secured Sums, the Grantor hereby

2 1 1 assigns title to the Collateral to the Security Agent (or its nominee), and

2 1 2 agrees that, to the extent that the Grantor shall not have assigned to the Security Agent (or its nominee), or perfected in its favour, title to any of the Affected Securities, the Security Agent (or its nominee) (and/or some other person chosen by the Security Agent (or its nominee) to act on its behalf) shall have possession of all certificates of title thereto

2 2 In accordance with Clause 2 1, and in order to facilitate the exercise of the Security Agent's rights under this Agreement, the Grantor has delivered and shall ensure that in the future there shall promptly be delivered to the Security Agent or to its order

- 2 2 1 the certificates of title to all Affected Securities, and
- 2 2 2 instruments of transfer in respect of all Affected Securities, duly executed by the holder but with the identity of the transferee, the consideration and the date not completed and in a form which complies with the memorandum and articles of incorporation of the Company or otherwise partially completed in such manner as the Security Agent requires
- 2 3 The Security Agent may cause, or require, title to any part of the Collateral and/or the certificates of title to be held by any person on its behalf
- 2 4 The Security Agent may complete a blank or partially completed instrument of transfer in such manner as for the time being appears appropriate to the Security Agent for the purpose of facilitating the exercise of any of its rights under this Agreement
- 2 5 Immediately after the execution of this Agreement the Grantor will execute the notice in the form set out in Schedule 1 and, on execution of the said notice by the Agent, will immediately deliver it to the Company and procure completion and delivery to the Agent of the acknowledgement thereto by the Company for the purposes of section 1(8) of the Law
- 2 6 This Clause 2 6 applies where pursuant to Clause 2 1 Affected Securities are to be registered in the name of the Security Agent (or its nominee) Whether or not notice in the form set out in Schedule 1 is given, the delivery of an instrument of transfer to the Company and the registration in the Company's books of the Security Agent (or its nominee) as the holder thereof shall be taken as having been made and effected on the Security Agent's behalf, notwithstanding that the instrument of transfer may have been executed or delivered to the Company by the transferor alone Any such registration shall, where relevant, also constitute notice to the Company for the purposes of section 1(8) of the Law
- 2 7 If and insofar as the foregoing shall not be effective to create or perfect a security interest in any part of the Collateral, the Grantor shall hold that part on trust for and to the order of the Security Agent (or its nominee)
- 2 8 The Security Agent's (and for the avoidance of doubt any Finance Party's) recourse under this Agreement in respect of the Secured Sums is limited to the rights of enforcement and recovery against the Collateral and accordingly the Security Agent agrees that the total amount recoverable against the Grantor under this Agreement shall be limited to the aggregate proceeds received by the Security Agent as a result of realising the Collateral in accordance with this Agreement

- 2 9 Upon expiry of the security interests created hereunder, the Security Agent shall, at the request and cost of the Grantor, release and return to the Grantor the certificates of title to the Collateral and/or re-assign, transfer or otherwise make over title to the Collateral to the Grantor without recourse, representation or warranty by the Security Agent or any of its nominees and shall thereby discharge the security created pursuant to this Agreement in accordance with the Law

3 FURTHER ASSURANCE

- 3 1 The Grantor agrees that from time to time forthwith upon the written request of the Security Agent the Grantor shall promptly execute and deliver to the Security Agent all further instruments and documents which the Security Agent may require for the purpose of obtaining the full benefit or intended benefit of this Agreement
- 3 2 For the purpose of facilitating the exercise of the powers of the Security Agent under the Law and pursuant to this Agreement, the Grantor hereby irrevocably appoints the Security Agent as the Grantor's attorney (with full power of substitution) to sign, execute, seal, deliver, acknowledge, file, register and perfect any and all assurances, documents, instruments, agreements, transfers, certificates and consents whatsoever and to do any and all such acts and things whatever which the Grantor has capacity to do in relation to any matters dealt with in this Agreement and which the Security Agent may deem necessary or advisable in order to give full effect to the purposes of this Agreement, including, without limitation, anything referred to in Clause 9 (*Enforcement by the Security Agent*) and/or the notification in writing to the GFSC by the Security Agent referred to in Clause 14 15
- 3 3 Any power of attorney granted by the Grantor to the Security Agent pursuant hereto may be exercised only on the occurrence of an Event of Default which is continuing or where the Grantor fails to comply within a reasonable timeframe with a request by the Security Agent to perform the relevant action
- 3 4 The Grantor covenants with the Security Agent to ratify and confirm any lawful exercise or purported exercise of the power of attorney constituted in Clause 3 2

4 REPRESENTATIONS AND WARRANTIES

- 4 1 The Grantor represents and warrants to the Security Agent to the intent that the same shall be continuing representations and warranties until the Security Agent's security interest in the Collateral is wholly discharged
- 4 1 1 that, subject only to the security interest created pursuant to this Agreement and to the extent of the Grantor's interest, the Collateral is the Grantor's sole and absolute property free from any Encumbrance, pre-emption or similar rights,
- 4 1 2 that all Affected Securities have been duly issued and are all fully paid (including any

premium thereon) and that none are or will be subject to any options to purchase or sell or any similar rights or obligations,

4 1 3 that, except as may be created by this Agreement there are and will be no restrictions on the transferability of or on the voting rights attached to any of the Affected Securities,

4 1 4 that where the Grantor is a corporate body, the Grantor is duly incorporated under the laws of its place of incorporation,

4 1 5 that the Grantor has good cause and full power, competence and authority to enter into and perform this Agreement and that it has duly obtained any prior authority and approval which is necessary for it to properly to do so,

4 1 6 that the Grantor has not been declared Insolvent or suffered or instituted similar proceedings, nor has it committed any act indicative of insolvency under the laws of any jurisdiction or had any judgment taken against it in any court,

4 1 7 subject to the Legal Reservations, the obligations expressed to be assumed by the Grantor in this Agreement are legal, valid, binding and enforceable obligations,

4 1 8 that, subject to Clause 14 15, the execution, delivery and performance by the Grantor of this Agreement do not and will not violate, cause a default under or in any other way conflict with

(a) if the Grantor is a corporate body, any terms of the Grantor's memorandum and articles of incorporation or other constitutional documents, or

(b) in every case, any agreement, indenture or other instrument entered into by the Grantor with or for the benefit of any other party or any licence, condition, judgment, decree, order, law, regulation, ordinance or other rule which for the time being is applicable to the Grantor,

4 1 9 it is not necessary this Agreement be filed, recorded or enrolled with any court or other authority in the Island of Guernsey or that any stamp, registration, notarial or similar Taxes or fees be paid on or in relation to this Agreement or the transactions contemplated by this Agreement other than pursuant to the Perfection Requirements,

4 1 10 that any security interest duly created under this Agreement in accordance with the Law will be recognised as a first ranking right of security over the Collateral by way of security for the Secured Sums in any Insolvency of the Grantor,

4 1 11 that the Company is a duly incorporated and validly existing company under the laws of the Island of Guernsey with full power and authority and having all necessary consents to hold its assets and to conduct its business as presently conducted and as intended to

be conducted in the future,

4.1.12 that the Affected Securities comprise the whole of the issued share capital of the Company and the Grantor is the registered holders of the Affected Securities

4.2 The Grantor acknowledges that the Security Agent has entered into this Agreement in reliance on the representations and warranties set out in this Clause 4

5 COVENANTS AND UNDERTAKINGS

5.1 The Grantor covenants and undertakes to the Security Agent to the intent that the same shall be continuing covenants and undertakings until the Security Agent's security interest in the Collateral is wholly discharged

5.1.1 not to attempt to sell, create or permit to subsist any Encumbrance over, withdraw, disburse, pay, assign or otherwise dispose of or deal with the Collateral or any interest in the Collateral other than pursuant to this Agreement,

5.1.2 promptly to give to the Security Agent copies of any notices or other communications received by it with respect to the Collateral,

5.1.3 promptly to pay all calls and other payments due in respect of the Collateral without cost to the Security Agent and if it fails to do so the Security Agent may elect to make such payments on behalf of the Grantor and any sums so paid by the Security Agent shall be repayable by the Grantor to the Security Agent on demand,

5.1.4 not to exercise any of its voting rights, powers and other rights in respect of the Collateral in any manner which varies the rights attaching to or conferred by the Collateral in any way which could reasonably be expected to adversely affect the interests of the Finance Parties under the Finance Documents or which could reasonably be expected to prejudice the value (to a material extent) of or the ability of the Security Agent to realise the security interests created or intended to be created by or pursuant to this Agreement in respect of such Collateral,

5.1.5 to procure that without the prior written consent of the Security Agent

(a) no further shares or other securities are issued by the Company to any person,

(b) (save as required pursuant to Clause 5.3) no change is made to the Memorandum or Articles of Incorporation of the Company or to the terms of issue of any Affected Securities,

5.1.6 to provide, or procure the provision of, such financial and other information relating to the Company as the Security Agent may from time to time require,

- 5 1 7 not to nominate any person, other than the Security Agent, to enjoy or exercise any right relating to any of the Collateral,
- 5 1 8 to assist the Security Agent in any way it can in relation to the notification in writing to the GFSC referred to in Clause 9 1 2
- 5 2 The Grantor acknowledges that the Security Agent has entered into this Agreement in reliance on the covenants and undertakings set out in this Clause 5
- 5 3 The Grantor covenants and undertakes to the Secured Party that it shall have passed on or prior to the date of this Agreement special resolutions of the Company amending its articles of incorporation in the form set out at Schedule 2 and applied to the Guernsey registrar of companies for registration of the written special resolutions in accordance with Guernsey law
- 6 **VOTING RIGHTS**
 - 6 1 Where the Security Agent (or its nominee) does not have title to Affected Securities, the Grantor agrees, until the occurrence of a Declared Default, not to exercise any voting powers or other rights attaching thereto in a way which would be materially adverse to the interests of the Finance Parties under the Finance Documents or otherwise to jeopardise the Security constituted by this Agreement over the Affected Securities
 - 6 2 Where the Security Agent (or its nominee) has title to Affected Securities after the occurrence of Declared Default, the Security Agent may (but without any obligation to do so or liability for failing to do so) exercise or cause to be exercised all voting and other rights attaching thereto in such manner as the Security Agent thinks fit
- 7 **DIVIDENDS AND OTHER DERIVATIVE ASSETS**
 - 7 1 The Security Agent shall not have (and nor shall its nominee have) any duty to take up any Derivative Assets in respect of the Affected Securities or to ensure that any such Derivative Assets are duly and punctually paid, received or collected as and when due and payable or to ensure that the correct amounts are received
 - 7 2 Subject to Clause 7 3, if any Derivative Assets are offered to, distributed to or received by the Grantor in respect of the Collateral after the occurrence of a Declared Default the Grantor shall immediately notify the Security Agent and such Derivative Assets
 - 7 2 1 shall be held by the Grantor in trust for the Security Agent,
 - 7 2 2 shall be segregated from other property and funds of the Grantor, and
 - 7 2 3 shall immediately be paid, delivered and transferred to the Security Agent (or its nominee) so as to be held as part of the Collateral

7 3 In the case of dividends, interest and other Derivative Assets of an income nature the Security Agent may at its discretion

7 3 1 after the occurrence of a Declared Default apply all or any part of such Derivative Assets in or towards the discharge of the Secured Sums, and/or

7 3 2 until the occurrence of a Declared Default agree with the Grantor that the Grantor may retain all or any part of such Derivative Assets free of the security interest created under this Agreement

7 4 Until such application or agreement, dividends, interest and other Derivative Assets of an income nature shall remain part of the Collateral

7 5 For the avoidance of doubt, a security interest in Affected Securities shall itself encompass all Derivative Assets which are considered as a matter of law to be a composite part of such Affected Securities

8 EVENTS OF DEFAULT

For the purpose of this Agreement and sections 2(1)(F) and 7 of the Law, each of the events set out in Clause 24 (*Events of Default*) of the Facilities Agreement is an event of default

9 ENFORCEMENT BY THE SECURITY AGENT

9 1 The Security Agent's power of sale over the Collateral shall become exercisable upon and at any time after the occurrence of a Declared Default, provided that

9 1 1 the Security Agent has served on the Grantor a notice specifying the particular Event of Default complained of, and

9 1 2 the Security Agent has received written notice from the GFSC that there is no objection to the exercise of the power of sale under the POI Law

9 2 The power of sale shall be exercisable without the need for any court order and in such manner and for such consideration (whether payable immediately, by instalments or otherwise deferred) as the Security Agent shall in its absolute discretion determine, and by way of sale to a third party or an associate or nominee of the Security Agent

9 3 For the purposes of this Agreement, references to the exercise of a "power of sale" shall include any method or process by which value is given, allowed or credited by the Security Agent for the Collateral against the Secured Sums

9 4 The Security Agent may at its discretion

9 4 1 exercise its power of sale over parts of the Collateral at such different times, in such different manner and for such different consideration as it considers appropriate, and

9.4.2 refrain from exercising its power of sale over any one part of the Collateral notwithstanding that it shall have exercised such power over any other

9.5 No person dealing with the Security Agent shall be concerned to enquire as to the propriety of the exercise of any power of sale or application (including, without limitation, whether any security interest has become enforceable, whether any of the Secured Sums remain due, as to the necessity or expediency of any conditions to which a sale is made subject or generally as to the application of any monies representing the proceeds of sale) Each such dealing shall be deemed in favour of such person to be valid, binding and effectual

9.6 The Security Agent shall be under no liability to the Grantor for any failure to apply and distribute any monies representing the proceeds of sale or application of the Collateral in accordance with the Law if the Security Agent applies and distributes such monies in good faith without further enquiry and in accordance with the information expressly known to it at the time of application and distribution

10 INDEMNITIES AND INTEREST

10.1 The Grantor agrees to keep the Security Agent and its nominees, employees, delegates and agents (other than, in respect of any party, by reason of the negligence, wilful misconduct or fraud of that party) at all times fully indemnified against all liabilities, payments, losses and expenses (including, without limitation, those arising by reason of calls, instalments, actions, claims, damages, costs and interest) that may arise or become due as a result of or in connection with

10.1.1 the Security Agent (or its nominee) having possession of the certificates of title to any Affected Securities or title to the Collateral,

10.1.2 the performance of any function in relation to or the taking of any steps to perfect or administer the security constituted under this Agreement, or

10.1.3 the preservation, defence or enforcement of any rights of the Security Agent under this Agreement

10.2 Any sum due by the Grantor under any provision of this Agreement (including Clause 10.1) shall be payable on demand together with interest in accordance with the terms of the Facilities Agreement

11 ASSIGNMENT AND SUCCESSION

11.1 The Security Agent may only make an assignment or transfer or otherwise dispose of, the whole or any part of its rights and benefits under this Agreement and in particular (without limitation) the benefit of any security interest created under this Agreement pursuant to the terms of the Facilities Agreement

11 2 The security interest and other rights of the Security Agent arising under this Agreement shall remain valid and binding notwithstanding any amalgamation, reorganisation, merger or redomiciliation by or involving the Security Agent and shall inure for the benefit of the Security Agent's successors

11 3 The Grantor shall not assign or transfer all or any part of its rights, benefits and or obligations under this Agreement

12 SUSPENSE ACCOUNT

12 1 The Security Agent may place to the credit of a suspense account (interest-bearing at a market rate) any monies received under or in connection with this Agreement in order to preserve the rights of the Security Agent to prove for the full amount of all claims against the Grantor or any other person

12 2 The Security Agent may, at any time, apply any of the monies referred to in Clause 12 1 in or towards satisfaction of any of the Secured Sums as the Security Agent, in its absolute discretion, may from time to time conclusively determine

13 NEW ACCOUNTS

13 1 Security interests created pursuant to this Agreement shall be continuing security interests notwithstanding any partial or intermediate payment or performance of the Secured Sums

13 2 If this Agreement ceases for any reason to be continuing in relation to the Grantor then the Security Agent may open a new account or accounts in the name of the Grantor

13 3 If the Security Agent does not open a new account or accounts pursuant to Clause 13 2, it shall nevertheless be treated as if it had done so at the time that this Agreement ceases to be continuing (whether by determination, calling in or otherwise)

13 4 As from that time, all payments made to the Security Agent by or on behalf of the Grantor shall be credited or be treated as having been credited to the new account or accounts and shall not operate to reduce the amount for which this Agreement stands as security at that time nor shall the liability of the Grantor under this Agreement in any manner be reduced or affected by any subsequent transactions, receipts or payments into or out of any such accounts

14 MISCELLANEOUS

14 1 The Security Agent may exchange or convert to the Required Currency any currency held or received at the Exchange Rate

14 2 The security constituted by this Agreement shall take effect as a security for the whole and every part of the payment or performance of the Secured Sums

- 14 3 The rights and remedies of the Security Agent under this Agreement may be exercised from time to time and as often as the Security Agent deems expedient and are in addition to and shall neither prejudice nor be prejudiced by any other security or right or remedy which is at any time available to the Security Agent (whether at law or pursuant to this Agreement, another agreement or the order of any court)
- 14 4 No delay, omission, time or indulgence on the part of the Security Agent in exercising any right or remedy under this Agreement shall impair that right or remedy or (in the absence of an express reservation to that effect) operate as or be taken to be a waiver of it, nor shall any single partial or defective exercise of any such right or remedy preclude any other or further exercise under this Agreement of that or any other right or remedy Without prejudice to the generality of the foregoing, the Security Agent may exercise or refrain from exercising any of its rights and remedies independently in respect of different parts of the Collateral
- 14 5 Save as otherwise expressly provided in this Agreement, any liberty or power which may be exercised or any determination which may be made by the Security Agent may be exercised or made in the absolute and unfettered discretion of the Security Agent which shall not be under any obligation to give reasons
- 14 6 If at any time one or more of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect, that provision shall be severed from the remainder and the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any way In particular, without prejudice to the generality of the foregoing, no defect in respect of a security interest created or intended to be created over any part of the Collateral shall affect the security interest created over any other part
- 14 7 No variation or amendment of this Agreement shall be valid unless in writing and signed by or on behalf of the Grantor and the Security Agent Any waiver by the Security Agent of any Event of Default or breach or other terms of this Agreement, and any consent or approval given by the Security Agent for the purposes of this Agreement, shall also be effective only if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is granted
- 14 8 The Grantor may not direct the application by the Security Agent of any sums received by the Security Agent under, or pursuant to, any of the terms of this Agreement or in respect of the Secured Sums
- 14 9 The Security Agent shall without prejudice to its other rights and powers under this Agreement be entitled (but not bound) at any time and as often as may be necessary to take any such action as it may in its discretion think fit for the purpose of protecting the security constituted by this Agreement
- 14 10 Any certificate submitted by the Security Agent to the Grantor as to the amount of the Secured Sums or any other amount payable under this Agreement shall, in the absence of manifest error, be conclusive and binding on the Grantor

- 14 11 The Security Agent, at any time and from time to time, may delegate by power of attorney or in any other manner to any person or persons all or any of the powers, authorities and discretions which are for the time being exercisable by the Security Agent under this Agreement in relation to the Collateral or any part thereof. Any such delegation may be made upon such terms and be subject to such regulations as the Security Agent may think fit. The Security Agent shall not be in any way liable or responsible to the Grantor for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate provided that the Security Agent has acted reasonably in selecting such delegate.
- 14 12 The Security Agent agrees and acknowledges that, pursuant to Section 28A of the POI Law, no person can become a director or controller of the Company unless he has notified the GFSC in writing of his intention to become such a director or controller in accordance with Section 27C of the POI Law and the GFSC has notified him in writing that there is no objection to his becoming such a director or controller and the Security Agent further agrees and acknowledges that it is an offence under the POI Law to become a director or controller of the Company in contravention of Section 28A of the POI Law or Section 27C of the POI Law.
- 14 13 Any settlement or discharge between the Security Agent and the Grantor in respect of the Secured Sums shall be conditional upon no security provided, or payment made, to the Security Agent, by the Grantor or other person being avoided or reduced by virtue of any provision of any enactment or law relating to insolvency, including without limitation any such provision concerning "transactions at an undervalue", "fraudulent preferences", "preferences" or any provision similar or analogous thereto. If any such security or payment shall be so avoided or reduced, the Security Agent shall be entitled to recover the value or amount thereof from the Grantor as if no such settlement or discharge had taken place.
- 14 14 This Agreement may be executed in any number of counterparts each of which shall be an original but which shall together constitute one and the same instrument.

15 TRUST

- 15 1 The Security Agent shall hold the benefit of this Agreement including of the security interests, confirmations and covenants given by the Grantor therein and pursuant thereto for the Finance Parties upon the terms of the Facilities Agreement.

16 COMMUNICATIONS

- 16 1 Any notice, demand or other communication to the Grantor under this Agreement may be in writing and may be delivered personally or by post or facsimile despatched as follows:

To HgCapital LLP

16 1 1 by post to the Grantor's address specified above,

- 16 1 2 by facsimile +44 (0)207 089 2999,
- 16 1 3 attention General Counsel
- 16 2 Every notice, demand or other communication despatched to the Grantor in accordance with this Clause 16 shall be deemed to have been received
- 16 2 1 if sent by post in a properly stamped and addressed envelope, 24 hours after despatch;
- 16 2 2 if delivered personally or sent by email or facsimile in accordance with this Clause 16, at the time of delivery if delivery takes place during normal business hours in the place of intended receipt on a day which is a working day in that place and otherwise at the opening of business in that place on the next succeeding working day
- 16 3 The Grantor may by notice in writing to the Security Agent from time to time alter its postal, email or facsimile details for the purposes of this Clause 16
- 16 4 Any notice or other communication to be made or delivered to the Security Agent shall be effective only when actually received by the Security Agent and then only if it is expressly marked for the attention of the department or officer identified above (or any substitute department or officer as the Security Agent shall specify for this purpose)
- 17 **GOVERNING LAW AND JURISDICTION**
- 17 1 This Agreement shall be governed by and construed in accordance with the laws of the Island of Guernsey and the parties hereby irrevocably agree for the exclusive benefit of the Security Agent that the courts of the Island of Guernsey are to have jurisdiction to settle any disputes which arise out of or in connection with this Agreement and that accordingly any suit, action or proceeding arising out of or in connection with this Agreement ("Proceedings") may be brought in such court
- 17 2 Nothing contained in this Agreement shall limit the right of the Security Agent to take Proceedings, serve process or seek the recognition or enforcement of a judgement or any similar or related matter against the Grantor in any convenient, suitable or competent jurisdiction nor shall the taking of any action in one or more jurisdiction preclude the taking of action in any other jurisdiction, whether concurrently or not
- 17 3 The Grantor irrevocably waives (and irrevocably agrees not to raise) any objection which it may have now or hereafter to laying of the venue of any Proceedings in any such court as referred to in this Clause, any claim that any such Proceedings have been brought in an inconvenient forum and any right it may have to claim for itself or its assets immunity from suit, execution, attachment or other legal process
- 17 4 The Grantor further irrevocably agrees that a judgment in any Proceedings brought in any such court as is referred to in this Clause shall be conclusive and binding upon the Grantor and may be

SCHEDULE 1

NOTICE

To **HGCAPITAL 7 GENERAL PARTNER (GUERNSEY) LIMITED**

Date [] 2013

Dear Sirs

We, the undersigned, hereby give you notice that by a security interest agreement dated [] 2013 between Alderaan Holdco Limited (the "Grantor") and Lloyds TSB Bank plc (the "Security Agent") the Grantor has assigned to the Security Agent

- (1) the securities specified below (the "Securities"),
- (2) all securities, dividends, interest or other property (whether of a capital or income nature) accruing, deriving, offered or issued at any time by way of dividend, bonus, redemption, exchange, substitution, conversion, consolidation, sub-division, preference, option or otherwise which are attributable to any such Securities or to assets previously described ("Derivative Assets"), and
- (3) all the Grantor's right, title and interest from time to time to and in all such Securities and Derivative Assets

The Grantor hereby irrevocably authorises and instructs you that following the occurrence of a Declared Default as notified to you in writing by the Security Agent

- (i) to enter the name of the Security Agent (and/or any such person as directed by it) in the Register of Members of the Company as directed by the Security Agent, and
- (ii) to follow instructions received by you from the Security Agent in priority to instructions received from the Grantor with respect of the Securities and any Derivative Assets until such time as the Security Agent advises you in writing otherwise,
- (iii) to give the Security Agent all information which the Security Agent may request from time to time in writing in respect of all or any part of the Securities and any Derivative Assets

This Notice may not be amended in any respect without the Security Agent's prior written consent and shall be governed by and construed in accordance with the laws of the Island of Guernsey

We shall be grateful if you will sign, date and forward the enclosed form of acknowledgement to the Security Agent care of Hogan Lovells International LLP (marked for the attention of Paul Tannenbaum)

Yours faithfully

for and on behalf of
LLOYDS TSB BANK PLC

for and on behalf of
ALDERAAN HOLDCO LIMITED

THE SECURITIES

25,000 ordinary shares of £1.00 each in the share capital of HgCapital 7 General Partner (Guernsey) Limited registered in the name of the Grantor

ACKNOWLEDGEMENT

To **LLOYDS TSB BANK PLC**
25 Gresham Street
London EC2V 7HN

Dear Sirs

We acknowledge receipt of the Notice given to us above

We further confirm

- (1) that as at the date hereof we have not had notice of any other security interest or of any opposing claim of any nature which affects the Securities or the Derivative Assets,
- (2) that we will promptly notify you if we receive notice of any such matter in the future,
- (3) that to the extent that it may prejudice or compete with the priority of your security we will not seek to enforce any lien or other right that we may from time to time have over the Securities or the Derivative Assets,
- (4) that we will enter your name and/or the name of any such person in the Register of Members of the Company as directed by you,
- (5) that we will follow instructions received from you in priority to instructions received from the Grantor with respect of the Securities and any Derivative Assets until such time as you advise us in writing otherwise, and
- (6) that we will promptly supply to you all information which you may request from time to time in writing in respect of all or any part of the Securities and any Derivative Assets

Yours faithfully

for and on behalf of
HGCAPITAL 7 GENERAL PARTNER (GUERNSEY) LIMITED

Date [] 2013

SCHEDULE 2

WRITTEN RESOLUTION

DATE OF CIRCULATION: [] 2013

(the "Circulation Date")

HGCAPITAL 7 GENERAL PARTNER (GUERNSEY) LIMITED

(the "Company")

Registered number 56230

We, the undersigned, being all the members of the Company who, at the Circulation Date, were entitled to vote on the following resolution as if the same were proposed at a general meeting of the Company (the "Eligible Members"), HEREBY RESOLVE that the following resolutions be and are hereby approved as a special resolution of the Company such resolution being deemed to be passed when the requisite majority of Eligible Members have signified their agreement to them by signing, dating, and returning the instrument to the Company in accordance with the instructions in Note 1 below

SPECIAL RESOLUTION

1 THAT the articles of incorporation of the Company be and are hereby amended by

a) adding the following words to the beginning of Article 13 1

"Subject always to the provisions of Article 13 4,"

b) inserting a new Article 13 4 after Article 13 3 as follows

"For the avoidance of doubt, the registration of a transfer referred to in Article 17 3 of these Articles shall specifically operate as a waiver of the Company's lien (if any) on the shares the subject of the transfer "

c) adding the following words to the end of Article 17 3

"Notwithstanding the foregoing, no fee shall be payable and the Board shall not require evidence to prove the title of a transferor or his right to transfer any share in any case where the proposed transfer of a share is made pursuant to, or in connection with, a Guernsey security interest agreement relating to shares in the Company and made between, as the case may be, any legal and/or beneficial shareholder in the Company and any lender, security trustee, security agent or other secured party under financing made or to be made available to the Company, or to any other member of the group of companies of which the Company is a member or to any partnership of which the Company is a partner "

d) delete and replace Article 17 4 with the following

"The Board may, in their discretion and without assigning any reasons therefor, refuse to register a transfer of any share to any person of whom they shall not approve as transferee, provided that where any shares are the subject of a security interest created by a security interest agreement in favour of a secured party, the Board shall not be entitled to refuse to register any transfer of shares to and by that secured party (including any transfer to the secured party's nominee(s)) If the Directors refuse to register a transfer of any share (not being a transfer to or by a secured party as aforesaid) they shall within one month after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal and return the instrument of transfer to the transferor "

e) inserting a new Article 17 9 after Article 17 8 as follows

"Notwithstanding any provision to the contrary contained in these Articles, there shall be no restriction on the transfer of any share where such transfer is made pursuant to, or in connection with, a Guernsey security interest agreement relating to shares in the Company and made between, as the case may be, any legal and/or beneficial shareholder in the Company and any lender, security trustee, security agent or other secured party under financing made or to be made available to the Company, or to any other member of the group of companies of which the Company is a member or to any partnership of which the Company is a partner "

f) adding the following words to the end of Article 17 7

"In the event of a transfer pursuant to the terms of any security interest of any kind whatsoever during any period in which the registration of transfer of shares or transfer of any class of shares may be suspended in accordance with this article, the Register shall be deemed to be opened and the Board shall, as soon as is practicable following the opening of the Register amend the Register to reflect the transfer as having transpired on the date on which the form of transfer was sent by the transferee to the company "

VOTES CAST

SPECIAL RESOLUTION	FOR	AGAINST	VOTE WITHHELD
1 Amendment of the articles of incorporation	X		

Please complete the above table in accordance with Note 3 if you wish to vote all of your shares "For" or "Against" a particular resolution

Please complete the above table in accordance with Note 4 if you wish to vote some of your shares "For" a particular resolution and some of your shares "Against" a particular resolution

SIGNATURES

For and on behalf of

ALDERAAN HOLDCO LIMITED

Date [] 2013

Notes

- 1 Please signify your agreement to the special resolution proposed herein by signing and dating your copy (on the date of signing) and returning a pdf or fax copy to the Company as soon as possible, with the original signed copy returned to the Company immediately to be kept with the Company books
- 2 The special resolution set out herein will lapse if not passed within 28 days of the date of circulation of this resolution
- 3 If you wish to cast all of your votes "For" or "Against" the special resolution, you should insert an "X" in the appropriate box. If you do so, you are deemed to have voted the total voting rights attributable to the shares you hold as evidenced by the register of members of the Company at the Circulation Date (the "Register")
- 4 If you wish to cast only certain votes "For" and certain votes "Against" the special resolution, you should insert the number of shares in the appropriate box. Where this aggregate number of shares differs from the aggregate number of shares attributable to you on the Register, you will be deemed to have voted the number of shares attributable to you in the corresponding proportions
- 5 The "Vote Withheld" option is provided to enable you to abstain from voting on the special resolution. A "Vote Withheld" is not a vote in law and will not be counted in the calculation of the proportion of the votes "For" or "Against" the special resolution

IN WITNESS whereof the parties have executed this Agreement the day and year first above written

Signed by

For and on behalf of

ALDERAAN HOLDCO LIMITED



Signed by

for and on behalf of

LLOYDS TSB BANK PLC

IN WITNESS whereof the parties have executed this Agreement the day and year first above written

Signed by

For and on behalf of

ALDERAAN HOLDCO LIMITED

Signed by

for and on behalf of

LLOYDS TSB BANK PLC

