

148579113

# MG01

## Particulars of a mortgage or charge



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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 reg  
particulars of a charge for a Sco  
company To do this, please use  
form MG01s

THURSDAY



A20 \*AWG0UI7T\* 96  
11/03/2010  
COMPANIES HOUSE

1

### Company details

Company number

0 4 9 6 8 3 2 8

Company name in full

CALLCREDIT INFORMATION GROUP LIMITED (the "Assignor")

For official use

2

#### → 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

d0 d8 m0 m3 y2 y0 y1 y0

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

INSURANCE ASSIGNMENT OF KEYMAN POLICIES (the "Deed")

4

### Amount secured

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

Amount secured

All present and future obligations and liabilities  
(whether actual or contingent and whether owed  
jointly or severally or alone or in any other  
capacity whatsoever) of each present or future  
member of the Group to the Security Agent and/or  
the other Secured Parties (or any of them) under or  
pursuant to any Finance Document (including all  
monies covenanted to be paid under the Deed)  
("Secured Obligations").

#### 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 (the "Security Agent")

Address 3rd Floor

10 Gresham Street, London

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. GRANT OF SECURITY

##### 1.1 Nature of security

All Security and dispositions created or made by or pursuant to the Deed are created or made

(a) in favour of the Security Agent,

(b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and

(c) as continuing security for payment of the Secured Obligations

##### 1.2 Security assignment

The Assignor assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to:

(a) the Key-man Policies identified in the schedule hereto (*Details of Key-man Policies*) and all other present or future Key-man Policies, together with

(b) (i) all rights and remedies in connection with, and the full benefit of, the Key-man Policies (including the right to give an effective discharge for the monies assured or otherwise payable under them) and (ii) all monies (including bonuses), proceeds and claims arising from any Key-man Policy

continued on the continuation page

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## 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 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

### 9 Signature

Please sign the form here

Signature

Signature

X DUA Paper UK LLP 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 Denise Phillips

Company name DLA Piper UK LLP

Address 3 Noble Street

Post town London

County/Region

Postcode EC2V 7EE

Country

DX DX 33866 Finsbury Square

Telephone 08700 111 111



### 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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS  
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 [enquires@companieshouse.gov.uk](mailto:enquires@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)

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## 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>2 CONTINUING SECURITY</b></p> <p><b>2 1 Continuing security</b></p> <p>The Insurance Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.</p> <p><b>2 2 Additional and separate security</b></p> <p>The Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Security Agent and/or any other Secured Party may at any time hold for any Secured Obligation</p> <p><b>2 3 Right to enforce</b></p> <p>The Deed may be enforced against the Assignor without the Security Agent and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them</p> <p><b>3. LIABILITY OF ASSIGNOR RELATING TO ASSIGNED ASSETS</b></p> <p>Notwithstanding anything contained in the Deed or implied to the contrary the Assignor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Assigned Assets. The Security Agent is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation. The Security Agent is not obliged to take any steps necessary to preserve any Assigned Asset, or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to the Deed</p> <p><b>4 UNDERTAKINGS BY THE ASSIGNOR</b></p> <p><b>4 1 Negative Pledge and Disposals</b></p> <p>The Assignor shall not do or agree to do any of the following without the prior written consent of the Security Agent</p> <p>(a) create or permit to subsist any Security or Quasi-Security on any Assigned Asset other than as created by the Deed or the Debenture, or</p> <p>(b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) and whether voluntarily or involuntarily the whole or any part of its interest in any Assigned Asset.</p> <p><b>4 2 No amendment</b></p> <p>The Assignor shall not without the prior written consent of the Security Agent permit, make or agree to any amendment of any Key-man Policy or</p>	

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## 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

cancel any Key-man Policy or permit or agree to any waiver of any Key-man Policy other than any waiver or amendment of a purely administrative or technical nature

#### 4.3 Not prejudice

The Assignor shall not do, cause or permit to be done anything which may in any way prevent the Security Agent, any other Secured Party or any person claiming title through any of them from receiving any monies payable under the Key-man Policies or otherwise depreciate, jeopardise or prejudice the value or validity of any Key-man Policy (or make any omission which has such an effect).

#### 5. SET-OFF

(a) The Security Agent and each other Secured Party may (but shall not be obliged to) set off any obligation which is due and payable by the Assignor under the Facilities Agreement and unpaid against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to the Assignor, regardless of the place of payment, booking branch or currency of either obligation.

(b) At any time after the Insurance Security has become enforceable (and in addition to its rights under clause 12(a) of the Deed), the Security Agent and each other Secured Party may (but shall not be obliged to) set-off any contingent liability owed by the Assignor under any Finance Document against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to the Assignor), regardless of the place of payment, booking branch or currency of either obligation.

(c) If the obligations are in different currencies, the Security Agent or such other Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off

(d) If either obligation is unliquidated or unascertained, the Security Agent or such other Secured Party may set-off in an amount estimated by it in good faith to be the amount of that obligation.

#### 6. FURTHER ASSURANCES

##### 6.1 Further assurances

The Assignor shall, at its own expense, immediately do all acts and execute all documents as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require) for:

(a) creating, perfecting or protecting the Security over the Assigned Assets intended to be created by the Deed or any other Transaction Security Document,

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## 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) facilitating the realisation of any Assigned Asset, or</p> <p>(c) facilitating the exercise of any rights, powers and remedies exercisable by the Security Agent, any other Secured Party or any Delegate in respect of any Assigned Asset or provided by or pursuant to the Facilities Agreement or by law</p> <p>This includes</p> <p>(1) the re-execution of the Deed or such Transaction Security Document, or</p> <p>(11) the execution of any legal mortgage, charge, transfer, assignment, assignation or assurance of any Assigned Asset (including any new or replacement Key-man Policy), whether to the Security Agent or to its nominee, and</p> <p>(111) the giving of any notice, order or direction and the making of any filing or registration,</p> <p>which, in any such case, the Security Agent may think expedient</p> <p><b>6 2 Finance Documents</b></p> <p>The Assignor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of the Insurance Security conferred or intended to be conferred on the Security Agent or the Finance Parties by or pursuant to the Facilities Agreement.</p> <p><b>7 POWER OF ATTORNEY</b></p> <p>The Assignor, by way of security, irrevocably and severally appointed the Security Agent, each Receiver and any Delegate to be its attorney to take any action which:</p> <p>(a) prior to a Declared Default, the Assignor has been requested to execute and/or do under the terms of the Deed by the Security Agent and has failed to execute and/or do within five Business Days of receiving such request,</p> <p>(b) after a Declared Default, the Assignor ought to do under the terms of the Deed, or</p> <p>(c) which may be required or deemed proper in the exercise of any rights or powers conferred on the Security Agent or any Receiver or Delegate under the Deed,</p> <p>and the Assignor ratified and confirmed whatever any attorney does or purports to do pursuant to its appointment under this clause</p>	

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Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
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Please give the short particulars of the property mortgaged or charged
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Short particulars



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## Particulars of a mortgage or charge

4	Amount secured	
Amount secured		Please give us details of the amount secured by the mortgage or charge
	<p><b>NOTE</b></p> <p><b>In this form:</b></p> <p><b>"Assigned Assets"</b> means the assets expressed to be assigned pursuant to clause 3 2 (<i>Security assignment</i>) of the Deed,</p> <p><b>"Business Day"</b> means a day (other than a Saturday or Sunday) on which banks are open for general business in London and</p> <p>(a) (in relation to any date for payment or purchase of a currency other than euro) the principal financial centre of the country of that currency; or</p> <p>(b) (in relation to any date for payment or purchase of euro) any TARGET Day (as defined in the Facilities Agreement),</p> <p><b>"Charged Property"</b> means all of the assets of the Obligors (as defined in the Facilities Agreement) which from time to time are, or are expressed to be, the subject of the Transaction Security (as defined in the Facilities Agreement);</p> <p><b>"Debenture"</b> means the debenture dated 7 December 2009 and made between (1) the companies listed in schedule 1 thereto as Original Chargors and (2) the Security Agent,</p> <p><b>"Declared Default"</b> means an Event of Default in respect of which any notice has been issued by the Agent under the Facilities Agreement under clause 28 22 (<i>Rights on default</i>) of the Facilities Agreement,</p> <p><b>"Delegate"</b> means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent,</p> <p><b>"Facilities Agreement"</b> means the senior sterling term and multicurrency revolving facilities agreement dated 7 December 2009 and entered into between (1) DMWSL 618 Limited as the Parent, (2) DMWSL 617 Limited as the Company, (3) the companies listed in part 1 of schedule 1 thereto as Original Borrowers, (4) the companies listed in part 1 of schedule 1 thereto as Original Guarantors, (5) Lloyds TSB Bank plc as Arranger, (6) the financial institutions listed in part 2 of schedule 1 thereto as Original Lenders, (7) Lloyds TSB Bank plc as Agent (8) Lloyds TSB Bank plc as Security Agent, (9) Lloyds TSB Bank plc as Original Issuing Bank and (10) Lloyds TSB Bank plc as Original Hedge Counterparty pursuant to which the Original Lenders agree to make certain facilities available to the Borrowers (as defined in the Facilities Agreement),</p> <p><b>"Finance Document"</b> means the Facilities Agreement, the Mandate Letter, any Accession Letter, any Ancillary Document, the Company Intra-Group Loan Agreement, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request (each as defined in the Facilities Agreement) and any other document designated as a <b>"Finance Document"</b> by the Agent and the Parent</p>	

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## Particulars of a mortgage or charge

4

### Amount secured

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

Amount secured

(each as defined in the Facilities Agreement) provided that where the term **"Finance Document"** is used in, and construed for the purposes of, the Facilities Agreement or the Intercreditor Agreement, a Hedging Agreement shall be a Finance Document only for the purposes of:

- (a) the definition of **"Material Adverse Effect"**;
- (b) paragraphs (a) - (d) of the definition of **"Permitted Transaction"**,
- (c) the definition of **"Transaction Document"**,
- (d) the definition of **"Transaction Security Document"**,
- (e) paragraph (a)(v) of clause 1 2 (*Interpretation*) of the Facilities Agreement,
- (f) clause 23 (*Guarantee and Indemnity*) of the Facilities Agreement;
- (g) clause 28 (*Events of Default*) (other than paragraph (b) of clause 28 16 (*Repudiation and rescission of agreements*) of the Facilities Agreement and clause 28 22 (*Rights on a default*) of the Facilities Agreement,
- (h) the definitions of **"Senior Finance Documents"** in the Intercreditor Agreement, and
- (i) the definition of **"Senior Debt"** in the Intercreditor Agreement,

**"Finance Party"** means the Agent, the Arranger, the Security Agent, a Lender, the Issuing Bank, a Hedge Counterparty or any Ancillary Lender (each as defined in the Facilities Agreement) provided that where the term **"Finance Party"** is used in, and construed for the purposes of, the Facilities Agreement or the Intercreditor Agreement, a Hedge Counterparty shall be a Finance Party only for the purposes of:

- (a) the definition of **"Secured Parties"**,
- (b) paragraph (a)(i) of clause 1 2 (*Interpretation*) of the Facilities Agreement,
- (c) paragraph (d) of the definition of Material Adverse Effect
- (d) clause 23 (*Guarantee and indemnity*) of the Facilities Agreement, and
- (e) clause 33 (*Conduct of business by the Finance Parties*) of the Facilities Agreement, and
- (f) the definition of **"Senior Creditors"** in the Intercreditor Agreement,

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## 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>"Group" means the Parent, the Target (each as defined in the Facilities Agreement) and each of their respective Subsidiaries (as defined in the Facilities Agreement) for the time being;</p> <p>"Insurance Security" means the Security created or evidenced by or pursuant to the Deed,</p> <p>"Intercreditor Agreement" means the intercreditor agreement dated 7 December 2009 and made between the Parent, the other Obligors, Lloyds TSB Bank plc as Security Agent, Lloyds TSB Bank plc as agent, Lloyds TSB Bank plc as arranger, the Lenders, the Ancillary Lenders, the Hedge Counterparties, Holdco (each as defined in the Intercreditor Agreement) and certain others,</p> <p>"Key-man Policy" means</p> <p>(a) each policy of insurance particulars of which are set out in the schedule hereto (<i>Details of Key-man Policies</i>) as amended, supplemented or novated in any way from time to time;</p> <p>(b) each policy issued at any time in replacement or substitution of any policy referred to in paragraph (a) of this definition;</p> <p>"Quasi-Security" has the meaning given to that term in clause 27 15 (<i>Negative pledge</i>) of the Facilities Agreement;</p> <p>"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property,</p> <p>"Secured Parties" has the meaning given to that term in the Intercreditor Agreement,</p> <p>"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;</p> <p>"Security Period" means the period beginning 8 March 2010 and ending on the date on which</p> <p>(a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and</p> <p>(b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Facilities Agreement,</p> <p>"Transaction Security Documents" means each of the documents specified in:</p> <p>(a) paragraph 3(g) of part 1 of schedule 2 (<i>Conditions precedent</i>) of the Facilities Agreement;</p>	

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## Particulars of a mortgage or charge

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### Amount secured

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

Amount secured

(b) paragraph 14 of part 2 of schedule 2 (*Conditions precedent*) of the Facilities Agreement, and

(c) clause 27 45(b) of the Facilities Agreement,

together with any other document entered into by any Obligor creating or expressed to create any Security in favour of any Finance Party in relation to the obligations of any Obligor under any Finance Document.

### SCHEDULE

#### Details of Key-man Policies

Insurer:	AEGON
Life assured:	John McAndrew
Policy number	L0193917833
Sum assured	£500,000
Term	5 years
Commencement date:	18 February 2010

Insurer	AEGON
Life assured.	Graham Lund
Policy number	L0194917833
Sum assured.	£500,000
Term	5 years
Commencement date:	5 March 2010



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

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

**COMPANY NO. 4968328  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN INSURANCE ASSIGNMENT OF  
KEYMAN POLICIES DATED 8 MARCH 2010 AND CREATED BY  
CALLCREDIT INFORMATION GROUP LIMITED FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM EACH PRESENT  
OR FUTURE MEMBER OF THE GROUP TO THE SECURITY  
AGENT AND/OR THE OTHER SECURED PARTIES (OR ANY OF  
THEM) 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 11  
MARCH 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 MARCH 2010

*OX. Seb.*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES