

MG01**Particulars of a mortgage or charge**

SATURDAY



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A03

23/10/2010

224

COMPANIES HOUSE

A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page

**What this form is for**

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland

**What this form is NOT for**

You cannot use this form to register particulars of a charge for a Scottish company. To do this, please use form MG01s

For further information, please refer to our guidance at www.companieshouse.gov.uk**1****Company details**

For official use

Company number

2 0 7 3 3 0 5

Company name in full

ALEXANDER MANN SOLUTIONS LIMITED (the "Pledgor")

Filing in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2**Date of creation of charge**

Date of creation

/ d1 d4 m1 m0 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

SHARE PLEDGE AGREEMENT (the "Agreement")

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 Secured Finance Document (including all monies covenanted to be paid under the Agreement) ("Secured Obligations")

Continuation page

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

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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 HSBC BANK PLC (the "Security Agent")

Address 8 CANADA SQUARE, CANARY WHARF

LONDON

Postcode E 1 4 5 H Q

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 PLEDGE

1.1 As a first priority continuing security (in Danish *forste prioritets panteret*) for the payment and satisfaction in full of the Secured Obligations, the Pledgor pledged (in Danish *pantssaetter*) the Pledged Securities and the Related Rights to and in favour of the Secured Parties as represented by the Security Agent

2. PERFECTION OF PLEDGE

2.1 The Pledgor shall promptly upon execution of the Agreement deliver or cause to be delivered to the Company a letter of notification in the form of Appendix 1 of the Agreement (the "Letter of Notification") for the purpose of notifying the Company of the Pledge and recording the Pledge in the share register of the Company

2.2 The Pledgor shall deliver or cause to be delivered to the Security Agent promptly upon the Company receiving the Letter of Notification (same day's basis).

(a) a letter of confirmation in the form of Appendix 2 of the Agreement (the "Letter of Confirmation") signed on behalf of the Company evidencing that the Pledge and the existence of the Agreement has been recorded in the Company's share register pursuant to Section 53 of the Danish Companies Act (in Danish *Selskabsloven*).

2.3 The Pledgor shall provide the Security Agent on same day's basis with a copy of the notification given pursuant to Clause 4.1 of the Agreement, together with adequate evidence of such notification having been sent. The Security Agent may on behalf of the Secured Parties, if the Pledgor shall fail to do so, give the notice required to be given pursuant to Clause 4.1 of the Agreement.

continued on the continuation page

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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 JLA Piper UK LLP. X

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

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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 E C 2 V 7 E E

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,
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

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>2 4 Each delivery pursuant to Clause 4 1 and 4 2 of the Agreement shall be made either by e-mail or fax followed by registered mail or by hand delivery</p> <p>3. EFFECTIVENESS OF THE PLEDGE AGREEMENT</p> <p>3 1 The Pledge constituted by the Agreement shall be effective as of 14 October 2010 and shall remain in full force and effect until the end of the Security Period.</p> <p>4. UNDERTAKINGS</p> <p>4 1 The Pledgor undertook towards the Secured Parties (as represented by the Security Agent) at all time during the existence of the Agreement:</p> <p>(a) to notify the Security Agent of any Event of Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence</p> <p>(b) not to create or permit to subsist any Security over any of the Pledged Securities or Related Rights.</p> <p>(c) not to sell, transfer or otherwise dispose of any of the Pledged Securities or Related Rights</p> <p>(d) 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</p> <p>(i) creating, perfecting or protecting the Security intended to be created by the Agreement,</p> <p>(ii) facilitating the realisation of the Pledged Securities; or</p> <p>(iii) facilitating the exercise of any rights, powers and remedies exercisable by the Security Agent, any other Secured Party in respect of the Pledged Securities or provided by or pursuant to the Secured Finance Documents or by law</p> <p>This includes:</p> <p>(i) the re-execution of the Agreement or such Transaction Security Document,</p> <p>(ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Security Agent or to its nominee; and</p> <p>(iii) 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 reasonably think expedient</p>	

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(e) 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 any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Agreement.

(f) immediately upon the Security Agent's reasonable request forward to the Security Agent any information regarding the Pledged Securities and the Related Rights available to, or obtainable by, the Pledgor and relevant for the Security Agent to enforce its rights under the Agreement

(g) not to amend the articles of association of the Company without the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed),

(h) notify the Security Agent within 14 days of receipt of every material notice, order, application, requirement or proposal given or made in relation to the Pledged Securities by any competent authority, and (if required by the Security Agent).

(i) provide it with a copy of the same, and

(ii) either (A) comply with such notice, order, application, requirement or proposal or (B) make such objections to the same as the Security Agent may require or approve,

(i) comply with.

(i) all obligations in relation to the Pledged Securities under any present or future regulation or requirement of any competent authority or any Authorisation; and

(ii) all covenants and obligations affecting any Pledged Securities (or its manner of use),

where failure to do so has or is reasonably likely to have a Material Adverse Effect,

(j) not, except with the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed), to enter into any onerous or restrictive obligation affecting any material part of any of the Pledged Securities (except as expressly permitted under the Senior Facilities Agreement (before the Senior Discharge Date) and (after the Senior Discharge Date) under the Mezzanine Facility Agreement);

(k) not do, cause or permit to be done anything which may to a material extent depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Pledged Securities (or make any omission which has such an affect) except as expressly permitted under the Senior Facilities Agreement (before the Senior Discharge Date) and (after the Senior Discharge Date) under the Mezzanine Facility Agreement.

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6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>5. POWER OF ATTORNEY</p> <p>5.1 The Pledgor, by way of security, irrevocably and severally appointed the Security Agent to be its attorney to take any action which the Pledgor is obliged to take under the Agreement, which the Pledgor has been requested in writing by the Security Agent to take but has failed to take. The Pledgor ratifies and confirmed whatever an attorney does or purports to do pursuant to its appointment under this clause</p> <p>6 COSTS</p> <p>6 1 The Pledgor shall within three Business Days of demand pay the Security Agent, and indemnify the Security Agent for, the amount of all reasonable costs and expenses (including legal fees) reasonably incurred by the Secured Parties (and, in the case of the Security Agent, by any Receiver or Delegate) in connection with the negotiation, preparation, printing, execution, syndication and perfection of the Agreement (including, without limitation, any stamp duty, registration fees, other duties and fees, taxes and costs and liabilities incurred or to be incurred)</p> <p>7 ASSIGNMENT</p> <p>7 1 The Pledgor may not assign or transfer any of its rights or obligations under the Agreement.</p> <p>7 2 The Secured Parties (as represented by the Security Agent) may at any time assign or transfer all or part of their rights or obligations under the Agreement if such transfer or assignment is made in connection with the Secured Parties' assignment of all or part of their rights under the Facility Agreements as permitted by the Facility Agreements</p> <p>7.3 The Security Agent may assign or transfer all or any part of its rights under the Agreement pursuant to the resignation or removal of the Security Agent in accordance with the Intercreditor Agreement. The Pledgor shall, immediately upon being requested to do so by the Security Agent, enter into such documents as may be necessary or desirable to effect such assignment or transfer in accordance with the provisions under (i) until the Senior Discharge Date, the Senior Facilities Agreement, and (ii) after the Senior Discharge Date, the Mezzanine Facility Agreement</p> <p>8 TERMINATION OF PLEDGE AGREEMENT AND RELEASE OF PLEDGED SECURITIES</p> <p>8 1 The Agreement and the Pledge granted under the Agreement shall terminate and the obligations of the Pledgor under the Agreement shall be released on the expiry of the Security Period (but not otherwise) at which time the Security Agent shall, at the cost and request of the Pledgor, take whatever action is necessary to release or reassign the Pledged Securities.</p>	

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Short particulars		

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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>NOTE</p> <p>In this form.</p> <p>"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,</p> <p>"Business Day" 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 Senior Facilities Agreement),</p> <p>"Charged Property" means all of the assets of the Obligors which from time to time are, or are expressed to be, the subject of the Transaction Security (as defined in the Senior Facilities Agreement),</p> <p>"Company" means Alexander Mann Solutions ApS, company no 28 11 28 82, a limited liability company incorporated in and existing under the laws of Denmark and with its registered address at Larsbjornsstraede 3, DK-1454 Copenhagen K,</p> <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent;</p> <p>"Event of Default" shall have the meaning ascribed to it in the Facility Agreements;</p> <p>"Facility Agreements" means the Mezzanine Facility Agreement, the Senior Facilities Agreement and the Invoice Discounting Facility Agreements;</p> <p>"Group" means the Parent, the Target (each as defined in the Senior Facilities Agreement) and each of their respective Subsidiaries (as defined in the Senior Facilities Agreement) for the time being,</p> <p>"Intercreditor Agreement" shall have the meaning ascribed to it in the Facility Agreements;</p> <p>"Invoice Discounting Facility Agreements" means the agreements for the purchase of debts entered into between HSBC Invoice Financing (UK) Limited and each of Alexander Mann Solutions Limited, Amicus Limited, Capital Resources Consulting Group Limited and Capital Resources Consulting Limited;</p> <p>"Letter of Notification" shall have the meaning ascribed to it in Clause 4.1 of the Agreement,</p> <p>"Material Adverse Effect" means any event or circumstance which is materially adverse to.</p>	

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4

Amount secured

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

Amount secured

(a) the ability of an Obligor (as defined in the Senior Facilities Agreement) to perform its payment obligations under any of the Finance Documents (as defined in the Senior Facilities Agreement) (taking into account the financial resources immediately available from other members of the Group without breaching the terms of the Finance Documents), or

(b) the ability of an Obligor to perform its obligations under clause 26.2 (Financial condition) of the Senior Facilities Agreement, or

(c) the business, operations, property, assets or condition (financial or otherwise) of the Group taken as a whole; or

(d) subject to the Legal Reservations (as defined in the Senior Facilities Agreement), the validity or enforceability of, or the effectiveness or ranking of any Security granted or purporting to be granted pursuant to any of the Finance Documents or the rights or remedies of any Finance Party (as defined in the Senior Facilities Agreement) under any of the Finance Documents,

"Mezzanine Facility Agreement" means a mezzanine facility agreement originally dated 21 February 2008 as amended on 29 May 2008 and on or about 14 October 2010 and made between, amongst others, (1) Newincco 780 Limited as Parent, (2) Newincco 781 Limited as Company, (3) the companies listed in part 1 of schedule 1 thereto as Original Guarantors, (4) HSBC Bank plc as Arranger, (5) the financial institutions listed in part 2 of schedule 1 thereto as Original Lenders, (6) HSBC Bank plc as Agent, (7) HSBC Bank plc as Security Agent, (8) HSBC Invoice Finance (UK) Limited as Invoice Discounting Facility Provider and (9) HSBC Bank plc as Guarantee Bank as amended, supplemented, novated, replaced and/or restated from time to time,

"Pledge" shall have the meaning ascribed to it in Clause 3 of the Deed,

"Pledged Securities" means all of the shares in the Company with a nominal value of DKK 125,000 00

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property,

"Related Rights" means, in relation to the Pledged Securities, (i) any future shares of the Company at any time issued to the Pledgor (ii) all dividends, interest or other distributions in cash (or otherwise) after 13 October 2010 paid or payable or made on or in respect of the Pledged Securities and all shares, rights, money or property accruing or offered by way of redemption, bonus, preference, option or otherwise to or in respect of the Pledged Securities, (iii) all allotments, securities, offers, rights, benefits and advantages whatsoever accruing, offered, exchanged for or arising in respect of the Pledged Securities and (iv) all administrative rights, including the voting rights, attaching to the Pledged Securities,

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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>"Secured Finance Documents" means all documents defined as "Finance Documents" in the Senior Facilities Agreement and/or all documents defined as "Finance Documents" in the Mezzanine Facility Agreement and the Invoice Discounting Facility Agreements,</p> <p>"Secured Parties" shall have the meaning ascribed to it 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 14 October 2010 and ending on the date on which the Security Agent is satisfied that the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and no Secured Party has any further commitment, obligation or liability under or pursuant to the Secured Finance Documents,</p> <p>"Senior Discharge Date" shall have the meaning ascribed to it in the Intercreditor Agreement;</p> <p>"Senior Facilities Agreement" means a senior sterling term and multicurrency revolving facilities agreement originally dated 5 December 2007 as amended and restated on 21 February 2008 and as amended and restated on 29 May 2008, 30 December 2009 and on 14 October 2010 and made between , amongst others, (1) Newincco 780 Limited as the Parent, (2) Newincco 781 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) Barclays Bank PLC and HSBC Bank plc as Arrangers, (6) the banks and financial institutions listed in part 2 of schedule 1 thereto as Original Lenders, (7) HSBC Bank plc as Agent, (8) HSBC Bank plc as Security Agent, (9) HSBC Bank plc as Original Issuing Bank and (10) HSBC Invoice Finance (UK) Limited as Invoice Discounting Facility Provider as amended, supplemented, novated, replaced and/or restated from time to time,</p> <p>"Transaction Security Documents" means each of the documents specified in</p> <p>(a) paragraph 3(g) of part 1 of schedule 2 (Conditions precedent) of the Senior Facilities Agreement,</p> <p>(b) paragraph 12 of part 2 of schedule 2 (Conditions precedent) of the Senior Facilities Agreement,</p> <p>(c) clause 27.39(b) of the Senior Facilities Agreement, and</p> <p>(d) clause 30 6 (Further Security) of the Senior Facilities Agreement;</p> <p>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</p>	

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2073305
CHARGE NO. 14**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SHARE PLEDGE AGREEMENT
DATED 14 OCTOBER 2010 AND CREATED BY ALEXANDER
MANN SOLUTIONS LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM EACH PRESENT OR FUTURE
MEMBER OF THE GROUP TO HSBC BANK PLC (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 23
OCTOBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 OCTOBER
2010

pk



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES