

MG01

Particulars of a mortgage or charge



129626/26
IRIS
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

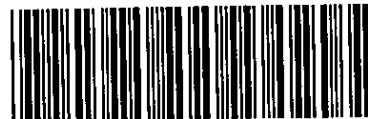
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

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

TUESDAY



LD5 07/08/2012 #36
COMPANIES HOUSE

1

Company details

Company number 03313467

Company name in full Atego Systems Limited (the "**Chargor**")

For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation 31/07/2012

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

A First Lender Guarantee and Debenture dated 31 July 2012 and made
between the Chargor and ESO Investco I S A R L as first lender (the
"**First Lender**") (the "**Debenture**")

4

Amount secured

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

Amount secured

The liabilities of each Obligor to the First Lender
under or pursuant to the Finance Documents except
for any liabilities which, if secured by the
Debenture, would result in a contravention by the
Chargor of the prohibitions in Chapter 2 (Financial
assistance for purchase of own shares) of Part 18
of the Companies Act 2006 (the "**Secured
Liabilities**")

(See continuation sheet)

Continuation page

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

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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 ESO Investco I S A R L

Address 57 Avenue J F Kennedy, Kirchberg

Luxembourg

Postcode L 1 8 5 5

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

Under Clause 3 of the Debenture

1.1 Land

The Chargor charged

1.1.1 by way of legal mortgage its interest in the Land referred to in Schedule 1 of the Debenture (Land charged by way of legal mortgage), and**1.1.2** by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land**1.2 Investments**

The Chargor mortgaged or (if or to the extent that the Debenture does not take effect as a mortgage) charged by way of fixed charge all Investments, including those held for it by any nominee

1.3 Shares

The Chargor mortgaged or (if or to the extent that the Debenture does not take effect as a mortgage) charged by way of fixed charge all Shares, including those held for it by any nominee

1.4 Equipment

The Chargor charged by way of fixed charge all Equipment in so far as it is not charged by way of legal mortgage under Clause 1 1 (Land)

(See continuation sheet)

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount Nil

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9

Signature

Please sign the form here

Signature

Signature

X

Stephen Hamood

X

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

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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 Kate Higgins

Company name Stephenson Harwood LLP

Address 1 Finsbury Circus

London

Post town

County/Region

Postcode E C 2 M 7 S H

Country

DX DX 64 Chancery Lane

Telephone 020 7329 4422



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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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

"Agreement" means the loan agreement entered into between the First Lender and the Chargor dated 6 July 2012

"Finance Document" means each of

- (a) the Agreement,
- (b) the Second Lender Loan Agreement,
- (c) the Intercreditor Deed,
- (d) the Security Documents,
- (e) any other document designated as a Finance Document by the First Lender and the Chargor, and
- (f) any document entered into or delivered in connection with any of the documents listed in the preceding paragraphs,

"Intellectual Property Rights" means

- (a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property,
- (b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature, and
- (c) any other right to use, or application to register or protect, any of the items listed in paragraphs (a) or (b) above,

arising or subsisting in any jurisdiction and whether registered or not

"Intercreditor Deed" means an intercreditor deed between the First Lender and the Second Lender and acknowledged by the Chargor and was entered into on 6 July 2012 and which governs, inter alia, the enforcement and priority rights between the Lenders in respect of the Security Documents,

"Key Owner" means each of European Special Opportunities Master Fund II Limited, ETV Capital (Jersey) Limited, Kings Arms Yard VCT PLC, Jennifer Fox Gambrell, James (Jay) Gambrell or any transferee of either of Jennifer Fox Gambrell and James (Jay) Gambrell, Pierre Cesarini and Richard Horsman,

"Lenders" means each of the First Lender and the Second Lender and their successors and assignees,

"Obligor" means each of

- (a) the Chargor,
- (b) the Parent,
- (c) each Key Owner; and
- (d) any party that provides Security for any of the obligations of the Chargor from time to time,

"Parent" means Atego Group Limited, incorporated in England and Wales with company number 07082000,

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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

"**Second Lender**" means Kings Arms Yard VCT PLC,

"**Second Lender Loan Agreement**" means the loan agreement entered into between the Second Lender and the Chargor dated 6 July 2012,

"**Security**" means any mortgage, charge, pledge, hypothecation or lien and any other arrangement or interest which has the effect of creating security or conferring priority of payment;

"**Security Document**" means each of

- (a) a guarantee and debenture in respect of all of the assets and undertaking of the Chargor granted by the Chargor in favour of the First Lender (the "**First Borrower Debenture**"),
- (b) a guarantee and debenture in respect of all of the assets and undertaking of the Chargor granted by the Chargor in favour of the Second Lender (the "**Second Borrower Debenture**"),
- (c) a guarantee and debenture in respect of all of the assets and undertaking of the Parent (including the shares it owns in the Chargor) granted by the Parent in favour of the First Lender (the "**First Parent Debenture**"),
- (d) a guarantee and debenture in respect of all of the assets and undertaking of the Parent (including the shares it owns in the Chargor) granted by the Parent in favour of the Second Lender (the "**Second Parent Debenture**");
- (e) a mortgage over securities or equivalent granted by the Chargor over the shares it owns in the US Buyer in favour of the First Lender (the "**First US Buyer Charge**"),
- (f) a mortgage over securities or equivalent granted by the Chargor over the shares it owns in the US Buyer in favour of the Second Lender (the "**Second US Buyer Charge**"),
- (g) each mortgage over securities or equivalent granted by the Parent over the shares it owns in any Transferring Obligor in favour of the First Lender (each a "**First Parent Share Charge**"),
- (h) each mortgage over securities or equivalent granted by the Parent over the shares it owns in any Transferring Obligor in favour of the Second Lender (each a "**Second Parent Share Charge**"),
- (i) each mortgage over securities granted by each Key Owner over the shares it owns in the Parent in favour of the First Lender (each a "**First Key Owner Share Charge**"),
- (j) each mortgage over securities granted by each Key Owner over the shares it owns in the Parent in favour of the Second Lender (each a "**Second Key Owner Share Charge**"),

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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>(k) a mortgage over securities or equivalent granted by the Chargor over the shares it owns in any Transferring Obligor in favour of the First Lender (each a "First Borrower Share Charge"),</p> <p>(l) a mortgage over securities or equivalent granted by the Chargor over the shares it owns in any Transferring Obligor in favour of the Second Lender (each a "Second Borrower Share Charge"),</p> <p>(m) an escrow agreement between the NCC Group, the Chargor and the First Lender in respect of any source code which forms part of any Intellectual Property Rights owned by the Group (the "First Escrow Agreement"),</p> <p>(n) an escrow agreement between the NCC Group, the Chargor and the Second Lender in respect of any source code which forms part of any Intellectual Property Rights owned by the Group (the "Second Escrow Agreement"), and</p> <p>(o) any other document designated as a Security Document by the First Lender and the Chargor,</p> <p>"Transferring Obligors" means Atego Systems Inc, Atego SAS, High Rely Inc, Blue River Software GmbH, Atego Systems SRL, Aonix Inc and Atego Systems GmbH,</p> <p>"US Buyer" means Atego Systems, Inc incorporated in the State of Delaware,</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

1.5 Intellectual Property Rights

The Chargor charged by way of fixed charge

(a) all Specified Intellectual Property, and

(b) all Intellectual Property Rights which belongs to it at the date of the Debenture or at any time during the Security Period and all fees, royalties and other rights deriving from its Intellectual Property Rights and Specified Intellectual Property

1.6 Goodwill

The Chargor charged by way of fixed charge its goodwill

1.7 Uncalled capital

The Chargor charged by way of fixed charge its uncalled capital

1.8 Authorisations

The Chargor charged by way of fixed charge the benefit of all Authorisations held in relation to any Security Asset

1.9 Material Contracts

The Chargor charged by way of fixed charge the benefit of all Material Contracts

1.10 Insurances

The Chargor assigned absolutely all its rights and interests under the Insurances

1.11 Other contractual rights

The Chargor assigned absolutely all its rights and interests under or in respect of any other agreement to which it is a party which is not otherwise effectively assigned or charged by way of fixed charge pursuant to this Clause 1

1.12 Other assets

1.12.1 The Chargor charged by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under this Clause 1

1.12.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by the Debenture

1.13 Negative Pledge

Under Clause 8 3 of the Debenture

The Chargor pledged not to create or permit to subsist any Security over any Security Asset except for Permitted Security

(See continuation sheet)

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Particulars of a mortgage or charge

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Please give the short particulars of the property mortgaged or charged

Short particulars

"Acceptable Bank" means any bank or financial institution approved by the First Lender;

"Act" means the Law of Property Act 1925,

"Asset Purchase Agreement" means the agreement dated on or about the date of the Agreement relating to the sale and purchase of the Target Assets in the agreed form and made between the Chargor, the US Buyer and the Vendor,

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,

"Cash" means, at any time, cash in hand or at bank and (if at the bank) credited to an account in the name of a Group Company and to which only members of the Group are beneficially entitled and for so long as that cash is payable to a Group Company on demand on not less than 60 days' notice;

(a) repayment of that cash is not contingent on the prior discharge of any other indebtedness of any other person whatsoever or on the satisfaction of any other condition,

(b) there is no Security over that cash except for Permitted Security or any Permitted Security constituted by a netting or set-off arrangement entered into by members of the Group in the ordinary course of their banking arrangements, and

(c) the cash is freely and (except as mentioned in paragraph (a) above) immediately available to be applied in repayment or prepayment of the Loans,

"Cash Equivalent Investments" means at any time:

(a) certificates of deposit maturing within one year after the relevant date of calculation and issued by an Acceptable Bank,

(b) any investment in marketable debt obligations issued or guaranteed by the government of the United States of America, or by an instrumentality or agency of any of them having an equivalent credit rating, maturing within one year after the relevant date of calculation and not convertible or exchangeable to any other security,

(c) any investment in money market funds which (i) have a credit rating of either A-1 or higher by Standard & Poor's Rating Services or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investor Services Limited, (ii) which invest substantially all their assets in securities of the types described in paragraphs (a) or (b) above and (iii) can be turned into cash on not more than 30 days' notice, or

(d) any other debt security approved by the First Lender,

in each case, to which members of the Group are beneficially entitled at that time and which is not issued or guaranteed by any member of the Group or subject to any Security (other than Security arising under the Security Documents),

"Companies Act" means the Companies Act, 2006,

"Dividends" means all dividends, interest and other distributions paid or payable on or in respect of the Investments,

"Equipment" means all fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all

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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>related Authorisations, agreements and warranties,</p> <p>"First Loan" means the aggregate principle amount outstanding from time to time under the Agreement,</p> <p>"Group" means the Parent, its Subsidiaries from time to time and any Subsidiaries of the Chargor or any other Subsidiary from time to time and "Group Company" and "member of the Group" shall be construed accordingly,</p> <p>"Insurance" means, each contract or policy of insurance to which the Chargor is a party or in which it has an interest;</p> <p>"Investments" means</p> <ul style="list-style-type: none"> (a) all or any stocks, shares, bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations) but not including the Shares, and (b) all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of them, <p>and includes all Dividends, interest and other distributions paid or payable on or in respect of them,</p> <p>"Land" has the same meaning as it has in section 205(1) of the Act;</p> <p>"Loans" means each of the First Loan and the Second Loan,</p> <p>"Material Contract" means each contract listed in Schedule 9 of the Debenture (<i>Material Contracts</i>) and all other contracts transferred to the Chargor under the Asset Purchase Agreement,</p> <p>"Minimum Cash Surplus" means the aggregate of Cash and Cash Equivalent Investments outstanding on the dates set out in Schedule 4, Column E of the Agreement, in the Operating Account of the Chargor,</p> <p>"Operating Account" means the account of the Chargor numbered 140/001/215/08143 NXN FDSKK-USD00 with IBAN GB25 NWBK 6073 6121 508143 and held with National Westminster Bank Plc, which is designated Atego Systems Operating Account,</p> <p>"Permitted Security" means</p> <ul style="list-style-type: none"> (a) Security in favour of the First Lender, (b) Security in favour of the Second Lender and which is subject to the Intercreditor Deed; (c) Security arising by operation of law, (d) other Security created with the prior consent of the First Lender, (e) any normal title retention arrangements on arms length basis and included in a supplier's standard conditions of supply of goods acquired by a member of the Group in the ordinary course of trade, and <p>"Second Loan" means the aggregate principal amount outstanding from time to time under the Second Lender Loan Agreement,</p> <p>(see continuation sheet)</p>

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(f) any netting or set-off arrangement entered into by a member of the Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances provided that any netting or set-off arrangement shall not be taken into account when calculating the Minimum Cash Surplus,

"Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 (S I 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and Regulation means any of them,

"Security Assets" means all of the assets of the Chargor which are the subject of any Security created or to be created by the Debenture,

"Security Period" means the period from the date of the Debenture until all the Secured Liabilities have been discharged in full,

"Shares" means the shares which are listed or described in Schedule 8 of the Debenture (*Shares*) and any additional shares in respect of which the Chargor deposits documents with the Second Lender together with (1) all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise (except for Dividends) which at any time accrue to or are offered or arise in respect of them,

"Specified Intellectual Property" means the intellectual property (if any) specified in Schedule 3 of the Debenture (*Specified Intellectual Property*), and

"Subsidiary" means a subsidiary within the meaning of Section 1159 the Companies Act,

"Target Assets" means IBM Rational ADA Developer, Enterprise (excluding Rose) and Standard Editions, version 4 x and other related assets which are to be purchased and as are more particularly described in the Asset Purchase Agreement,

"Vendor" means International Business Machines Corporation,

(See continuation sheet)

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Particulars of a mortgage or charge

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Please give the short particulars of the property mortgaged or charged

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Schedule 1 of the Debenture
Land charged by way of legal mortgage

Part 1 - Registered Land

[NONE]

Schedule 3 of the Debenture
Specified Intellectual Property
Patents and Patent Applications

None

Registered Trade Marks

Mark	Registration/ Application No	Date of registration	Renewal date	Class
UK				
Real-Time Studio	2179623	13/10/1998	N/A	9
USA				
TESTMATE	1868129	20/12/1994	N/A	N/A

Software

HIS

ACS

TDK

Studio

Studio 7 0

Studio 7 1

Studio 7 2

Studio Uno 7 2

Studio 7 3

Studio 7 4

Workbench

Rational Ada

Rational Ada Developer 4 2 x
Rational Ada Developer Enterprise Edition
4 4 x
Rational Ada Developer Enterprise Edition
4 2 x
Rational Ada Developer Interface for AXI
4 4 x
Rational Ada Developer Interface for AXI
4 2 x

Rational Ada Embedded Developer 4 2 x
Rational Ada Embedded Developer
Enterprise Edition 4 4 x
Rational Ada Embedded Developer
Enterprise Edition 4 2 x

Domain Names

None

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Schedule 8 of the Debenture Shares

Number of shares or amount of stock or other securities	Name of issuing company	Description of shares, stock or other securities
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[NONE]

see continuation sheet

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

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Short particulars

Schedule 9 of the Debenture Material Contracts

Type of contract	Contracting party	Name	Date of signature
IP related contracts (inbound)	Development Process Limited	Software and IPR assignment for Studio reviewer	06/01/2010
IP related contracts (inbound)	Fujitsu Deutschland GmbH	Software License Agreement for Enabler	31/03/2004
IP related contracts (inbound)	InterCAX LLC	Reseller agreement for Parasolver	14/06/2010
IP related contracts (inbound)	Development Process Limited	Royalties Heads of agreement for Process Director	29/04/2010
Partnership agreement	Aptero Solutions Ltd	Development of Atego Asset Library	10/07/2011
IP related contracts (inbound)	Intersection di F, Pugnetti & C s n c	Software and IPR assignment for ACS & M2M	06/08/2009
EU projects	Fundacion Tecnalia Research & Innovation (co-ordinator for the project)	OPENCROSS	15/09/2011
EU projects	Esterel Technologies SA (co-ordinator for the project)	INTERESTED	30/03/2009
EU projects	Airbus UK Ltd (co-ordinator for the project)	MISSA	07/01/2008
EU projects	X/Open Company Limited (co-ordinator for the project)	CHARTER	30/11/2009
EU projects	ABB AS (ABN) (co-ordinator for the project)	IFEST	08/09/2010
EU projects	Intracom S A Telecom Solutions	SATURN	21/08/2008
EU projects	Politecnico di Torino (co-ordinator for the project)	TOUCHMORE	14/02/2012
EU projects	University of Newcastle upon Tyne (co-ordinator for the project)	COMPASS	03/08/2011
Asset Purchase Agreement	Atego Systems Inc, Atego Systems Limited and International Business Machines Corporation	Asset Purchase Agreement	06/07/2012

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SCHEDULE 4 of the Agreement Financial Covenant Testing

Column A	Column B	Column C	Column D	Column E
Test Date	Quarterly Interest Payment (\$K)	Annual Interest Payment (\$K)	Annual Loan Amortisation (\$K)	Minimum Cash Surplus \$(Dollars)
1 January 2013	N/A	Not Tested	Not Tested	\$1,450,000
1 April 2013	\$995,625	Not Tested	Not Tested	Not Tested
1 July 2013	\$331,876	Not Tested	Not Tested	\$2,400,000
1 October 2013	\$331,876	Not Tested	Not Tested	Not Tested
1 January 2014	\$331,876	\$1,991,253	Not Tested	\$3,000,000
1 April 2014	\$331,876	Not Tested	\$3,016,000	Not Tested
1 July 2014	\$218,776	Not Tested	Not Tested	\$2,200,000
1 October 2014	\$218,776	Not Tested	Not Tested	Not Tested
1 January 2015	\$218,776	\$988,204	Not Tested	\$2,900,000
1 April 2015	\$218,776	Not Tested	\$2,691,000	Not Tested
1 July 2015	\$117,862	Not Tested	Not Tested	\$2,500,000
1 October 2015	\$117,862	Not Tested	Not Tested	Not Tested
1 January 2016	\$117,862	\$572,362	Not Tested	\$3,500,000
1 April 2016	\$117,862	Not Tested	\$3,143,000	-



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3313467
CHARGE NO. 12**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIRST LENDER GUARANTEE AND
DEBENTURE DATED 31 JULY 2012 AND CREATED BY ATEGO
SYSTEMS LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM EACH OBLIGOR TO ESO INVESTCO I
S.A.R.L. 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 7 AUGUST 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 AUGUST 2012

DP



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES