

MG01

Particulars of a mortgage or charge



481303 / 13

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

SATURDAY



A12

A57UEJMJZ

01/05/2010

376

COMPANIES HOUSE

1	Company details	For official use
Company number	5 0 1 5 4 4 6	7 → Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	The Engine Group Limited (the "Company")	
2	Date of creation of charge	
Date of creation	26 04 2010	
3	Description	
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'	
	An Insurance Assignment (of Keyman Life Policy) entered into between the Company (as "Assignor") and The Governor and Company of the Bank of Ireland London (as "Security Trustee") dated 26 April 2010 (the "Assignment")	
4	Amount secured	
Amount secured	Please give us details of the amount secured by the mortgage or charge	
	All monies, present and future obligations and liabilities (whether present or future, actual or contingent and whether owed by the Assignor as principal or surety or incurred solely or jointly or in any other capacity whatsoever and whether owed to the Finance Parties as original obligor, or as transferee or as a result of any amalgamation or acquisition by the Finance Parties and whether originally incurred by a Group Company or by some other person) now or after the date of the Assignment due owing or incurred by any Group Company to the Finance Parties (or any of them), in any manner and in any currency or currencies together with all interest accruing on such monies and liabilities and all fees, costs, charges and expenses incurred by the Finance Parties in each case under or pursuant to the Finance Documents (including all monies covenanted to be paid under the Assignment (the "Secured Obligation"))	
	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 The Governor and Company of the Bank of Ireland

Address Bow Bells House, 1 Bread Street

London

Postcode E C 4 M 9 B 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 Assignment**1 1 Assignment**

The Assignor assigns and agrees to assign to the Security Trustee all of its right, title and interest, present and future, in and to the Policy (including all new, amended and substituted policy or policies relating thereto) and all monies, including bonuses accrued, or which may at any time after the date of the Assignment accrue, which shall become payable under them and the benefit of all powers and remedies for enforcing the same absolutely and the full benefit thereof, subject only to the proviso for reassignment on redemption contained in Clause 4 2 of the Assignment

1 2 Charge

To the extent that any amount or right described in Clause 1 1 above is not effectively assigned pursuant to that Clause, the Assignor hereby, with full title guarantee and as continuing security for the discharge of the Secured Obligations, charges such amounts and rights in favour of the Security Trustee by way of first priority fixed charge

2 Negative pledge

In this Clause 2, "Quasi-Security" means a transaction described in paragraph (b) below
Except as permitted under paragraph (c) below

- (a) No Obligor shall (and the Company shall ensure that no other member of the Group will) create or permit to subsist any Security over any of its assets
- (b) No Obligor shall (and the Company shall ensure that no other member of the Group will)

please see attached continuation sheet

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor or any other member of the Group,
- (ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms,
- (iii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or
- (iv) enter into any other preferential arrangement having a similar effect, in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset
- (c) Paragraphs (a) and (b) above do not apply to any Security or (as the case may be) Quasi-Security, which is
 - (i) Permitted Security, or
 - (ii) a Permitted Transaction

3 *Further assurances*

3 1 Further action

The Assignor shall, at its own expense, promptly take whatever action the Security Trustee may require for

- (a) creating, perfecting or protecting the Security Interests intended to be created by the Assignment, and
- (b) facilitating the realisation of the Security or the exercise of any right, power or discretion exercisable by the Security Trustee or any of its delegates or sub-delegates in respect of the Security,

including the execution of any transfer, assignment or assurance whatsoever whether to the Security Trustee or to its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case, the Security Trustee may think expedient

3 2 Terms of new security

Any security document required to be executed by the Assignor pursuant to Clause 2 1 above will contain terms and conditions which are no more onerous than those contained in the Assignment

In this Form MG01, the following terms have the following meanings

MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="357 392 1061 425">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="357 537 678 571">"Acceptable Bank" means</p> <p data-bbox="357 593 1503 728">(a) a bank or financial institution which has a rating for its long-term unsecured and non credit-enhanced debt obligations of A or higher by Standard & Poor's Rating Services or Fitch Rates Limited or Aa2 or higher by Moody's Investor Services Limited or a comparable rating from an internationally recognised credit rating agency, or</p> <p data-bbox="357 750 1141 784">(b) any other bank or financial institution approved by the Agent,</p> <p data-bbox="357 801 1503 869">"Accession Letter" means a document substantially in the form set out in Schedule 6 of the Facilities Agreement,</p> <p data-bbox="357 891 1503 958">"Additional Borrower" means a company which becomes an Additional Borrower in accordance with Clause 27 of the Facilities Agreement,</p> <p data-bbox="357 981 1503 1048">"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with Clause 27 of the Facilities Agreement,</p> <p data-bbox="357 1070 1503 1137">"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company,</p> <p data-bbox="357 1160 1503 1227">"Agent" means the Governor and Company of the Bank of Ireland including its successors in title, permitted assigns and permitted transferees,</p> <p data-bbox="357 1249 1503 1350">"Agreement for Leases" means an agreement entered into between Knighton Estates Limited (a company incorporated and registered in England and Wales with company registration number 379493) and the Company dated 11 September 2007 for leases relating to the Property,</p> <p data-bbox="357 1373 1503 1440">"Arranger" means the Governor and Company of the Bank of Ireland and Barclays Capital including their successors in title, permitted assigns and permitted transferees,</p> <p data-bbox="357 1462 1503 1619">"Acquisition" means any acquisition that all of the Lenders have agreed and designated as such being an acquisition of assets or shares of or in any other person and for which all or any part of Facility B or Facility D or, if approved by all of the Lenders, Facility C (or any combination thereof) will be utilised on or after the date of the Facilities Agreement for the purpose of paying all or part of the consideration for such acquisition and related Acquisition Costs,</p> <p data-bbox="357 1641 1503 1709">"Acquisition Agreement" means any sale and purchase agreement relating to an Acquisition and any other agreement the Agent has agreed or designated as an "Acquisition Agreement",</p> <p data-bbox="357 1731 1503 1821">"Acquisition Costs" means all fees, costs and expenses, startup, registration and other Taxes incurred by or on behalf of the Company or any other Obligor in connection with any Acquisition or the Transaction Documents,</p> <p data-bbox="357 1843 1503 1955">"Acquisition Documents" means any Acquisition Agreement, any Disclosure Letter in respect of any such Acquisition Agreement and any other related document designated as an "Acquisition Agreement" by the Agent,</p>

MG01 - continuation page
Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Barclays Capital" means Barclays Capital, the investment banking division of Barclays Bank PLC,

"Borrower" means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 27 of the Facilities Agreement,

"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 any member state of the European Economic Area or any Participating Member State 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) commercial paper not convertible or exchangeable to any other security
 - (i) for which a recognised trading market exists,
 - (ii) issued by an issuer incorporated in any member state of the European Economic Area or any Participating Member State,
 - (iii) which matures within one year after the relevant date of calculation, and
 - (iv) which has a credit rating of either A-1 or higher by Standard or Poor's Rating Services or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investor Services Limited, or, if no rating is available in respect of the commercial paper, the issuer of which has, in respect of its long-term unsecured and non-credit enhanced debt obligations, an equivalent rating,
- (d) sterling bills of exchange eligible for rediscount at the Bank of England and accepted by an Acceptable Bank (or their dematerialised equivalent),
- (e) 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) to (d) above and (iii) can be turned into cash on not more than 30 days notice, or
- (f) any other debt security approved by the Majority Lenders,

in each case, to which any Obligor is alone (or together with other Obligors 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 Transaction Security Documents),

"Change of Control" means any person or group of persons acting in concert gains direct or indirect control of the Company For the purposes of this definition

MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(a) "control" of the Company means</p> <p>(i) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to</p> <p>(A) cast, or control the casting of, more than 50 per cent of the maximum number of votes that might be cast at a general meeting of the Company, or</p> <p>(B) appoint or remove all, or the majority, of the directors or other equivalent officers of the Company, or</p> <p>(C) give directions with respect to the operating and financial policies of the Company with which the directors or other equivalent officers of the Company are obliged to comply, and/or</p> <p>(ii) the holding beneficially of more than 50 per cent of the issued share capital of the Company (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital), and/or</p> <p>(b) "acting in concert" means, a group of persons who, pursuant to an agreement or understanding (whether formal or informal), actively co-operate, through the acquisition of shares in the Company or the Loan Notes by any of them, either directly or indirectly, to obtain or consolidate control of the Company,</p> <p>"Closing Date" means each date on which a Completion occurs,</p> <p>"Commitment" means a Facility A Commitment, Facility B Commitment, Facility C Commitment, Facility D Commitment or a Facility E Commitment,</p> <p>"Company Intra-Group Loan Agreement" means any agreement or agreements in the agreed form between the Company and certain other members of the Group pursuant to which those members of the Group have or will make available a facility to the Company,</p> <p>"Completion" means the completion of any Acquisition in accordance with the relevant Acquisition Agreement,</p> <p>"Compliance Certificate" means a certificate substantially in the form set out in Schedule 8 of the Facilities Agreement,</p> <p>"Consolidated EBITDA" means for a Relevant Period, the consolidated net pre taxation profits of the Group adjusted by</p> <p>(a) adding back Consolidated Interest Payable,</p> <p>(b) adding back any exceptional item (other than any share issuance referred to in Clause 23.4 of the Facilities Agreement to the extent it would be otherwise captured as an exceptional</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- item) (as that term is defined in FRS3) or extraordinary item (as that term is defined within the meaning of SSAP6) or such other item which the Agent agrees is extraordinary,
- (c) adding back depreciation and amortisation,
 - (d) excluding any amount attributable to minority interests and dividends (whether paid, accrued or otherwise provided for) or other distributions to shareholders,
 - (e) including the net pre taxation profits of a member of the Group acquired during that Relevant Period for the part of that Relevant Period when it was a member of the Group,
 - (f) adding back any IFRS 2 Charges to the extent not added back under (b) above,
 - (g) adding back charges in respect of minority interest put options to the extent not added back under (b) above,
 - (h) excluding the net pre taxation profit attributable to any business or other capital assets sold during that Relevant Period,
 - (i) excluding any interest payments received or receivable by the Group, and
 - (j) excluding any amounts attributable to any share issuance referred to in Clause 23.4 of the Facilities Agreement including without limitation such amounts credited to the Equity Proceeds Account,
- "Consolidated Interest Payable"** means, for a Relevant Period, all periodic financing charges (whether paid, payable or capitalised), including interest, acceptance commission, commitment fees and the interest element of rental payments or finance on capital leases, incurred by the Group in effecting servicing or maintaining Consolidated Total Borrowings during a Relevant Period,
- "Consolidated Total Borrowings"** means, in respect of the Group, at any time the aggregate Financial Indebtedness of the Group,
- "Constitutional Documents"** means the certificate of incorporation, certificate of incorporation on change of name, memorandum and articles of association of the Company,
- "Debenture"** means each debenture executed by a member of the Group in favour of the Security Trustee (including any further or supplemental debenture) and "Debentures" shall be construed accordingly,
- "Default"** means an Event of Default or any event or circumstance specified in Clause 25 of the Facilities Agreement which would (with the expiry of a grace period, the giving of notice or the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default,
- "Disclosure Letter"** means any "disclosure letter" as that term is described in any Acquisition Document,
- "DPL Rent Deposit Deed"** means any rent deposit deed dated 22 July 2009 granted by Digital

MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Public Limited in favour of Anthony Bonanno and Mary Thum</p> <p>"EBITDA" means, in relation to a member of the Group, the amount of Consolidated EBITDA which is attributable to that member of the Group,</p> <p>"Echo Rent Deposit Deed" means the rent deposit deed dated 20 December 1999 granted by Synergy Sponsorship Limited (formerly known as Karen Earl Sponsorship Limited), a company incorporated under the laws of England and Wales with registered number 01772540,</p> <p>"EGS" means Edwards Groom & Saunders Limited, a company incorporated under the laws of England and Wales with registered number 05645917,</p> <p>"EGS Acquisition" means the acquisition by the Company of the entire issued share capital of EGS,</p> <p>"EGS Rent Deposit Deed" means the rent deposit deed dated 6 November 2006 granted by EGS,</p> <p>"Equity Proceeds Account" means an account</p> <ul style="list-style-type: none"> (a) held in the name of the Company with the Agent or Security Trustee, (b) identified in a letter between the Company and the Agent as the Equity Proceeds Account, and (c) subject to the Transaction Security which Security is in form and substance satisfactory to the Security Trustee, <p>(as the same may be redesignated, substituted or replaced from time to time),</p> <p>"Event of Default" means any event or circumstance specified as such in Clause 25 of the Facilities Agreement,</p> <p>"Facilities Agreement" means the £31,650,000 multi currency and term facilities agreement between, amongst others, The Governor and Company of the Bank of Ireland and the Company dated 15 February 2008 (as amended and restated on 4 March 2009, 21 October 2009 and 26 April 2010),</p> <p>"Facility A" means the term loan facility made available under the Facilities Agreement as described in paragraph (a) of Clause 2 1 of the Facilities Agreement (also described as "Term Loan A"),</p> <p>"Facility A Commitment" means</p> <ul style="list-style-type: none"> (a) in relation to a Lender, the amount set opposite its name under the heading "Facility A Commitment" in Part 2 or Part 3 of Schedule 1 of the Facilities Agreement and the amount of any other Facility A Commitment transferred to it under the Facilities Agreement, and (b) in relation to any other Lender, the amount of any Facility A Commitment transferred to it under the Facilities Agreement, <p>to the extent not cancelled, reduced or transferred by it under the Facilities Agreement,</p> <p>"Facility A Loan" means a term loan made or to be made under the Facilities Agreement for the</p>

MG01 - continuation page
Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

purposes set out in paragraph (a) of Clause 3 1 of the Facilities Agreement or the principal amount outstanding for the time being of that loan,

"Facility B Acquisition" means an Acquisition funded or to be funded in whole or in part by a Utilisation of Facility B as described in Part 1E of Schedule 2 of the Facilities Agreement,

"Facility B Commitment" means:

- (a) in relation to a Lender, the amount set opposite its name under the heading "Facility B Commitment" in Part 2 or Part 3 of Schedule 1 of the Facilities Agreement and the amount of any other Facility B Commitment transferred to it under the Facilities Agreement, and
- (b) in relation to any other Lender, the amount of any Facility B Commitment transferred to it under the Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under the Facilities Agreement,

"Facility B Loan" means a loan made or to be made under Facility B for the purposes set out in Clause 3 1 of the Facilities Agreement or the principal amount outstanding for the time being of that loan,

"Facility C" means the revolving loan facility made available under the Facilities Agreement as described in paragraph (b) of Clause 2 1 of the Facilities Agreement (also described as the **"Revolving Credit Facility"**),

"Facility C Commitment" means

- (a) in relation to a Lender, the amount set opposite its name under the heading "Facility C Commitment" in Part 2 or Part 3 of Schedule 1 of the Facilities Agreement and the amount of any other Facility C Commitment transferred to it under the Facilities Agreement, and
- (b) in relation to any other Lender, the amount of any Facility C Commitment transferred to it under the Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under the Facilities Agreement,

"Facility C Loan" means a loan made or to be made under the Facilities Agreement for the purposes set out in paragraph (c) of Clause 3 1 of the Facilities Agreement or the principal amount outstanding for the time being of that loan,

"Facility D" means the term loan facility made available under the Facilities Agreement as described in paragraph (d) of Clause 2 1 of the Facilities Agreement (also described as the **"Acquisition Facility"**),

"Facility D Commitment" means:

- (a) in relation to a Lender, the amount set opposite its name under the heading "Facility D Commitment" in Part 2 or Part 3 of Schedule 1 of the Facilities Agreement and the amount of any other facility D Commitment transferred to it under the Facilities Agreement, and

MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(b) in relation to any other Lender, the amount of any Facility D Commitment transferred to it under the Facilities Agreement,</p> <p>to the extent not cancelled, reduced or transferred by it under the Facilities Agreement,</p> <p>"Facility D Loan" means a loan made or to be made under Facility D for the purposes set out in paragraph (d) of Clause 3 1 of the Facilities Agreement or the principal amount outstanding for the time being of that loan,</p> <p>"Facility E" means the revolving credit/letter of credit issuance facility made available under the Facilities Agreement as described in Clause 2 2 of the Facilities Agreement (also described as the "Rental Guarantee Facility"),</p> <p>"Facility E Commitment" means in relation to the Issuing Bank, the amount in the Base Currency set opposite its name under the heading "Facility E Commitment" in Part 2 or Part 3 of Schedule 1 of the Facilities Agreement and the amount of any other Facility E Commitment transferred to it under the Facilities Agreement, to the extent not cancelled, reduced or transferred by it under the Facilities Agreement,</p> <p>"Fee Letter" means any letter or letters dated on or about the date of the Facilities Agreement between the Arranger and the Company (or the Agent and the Company) setting out any of the fees referred to in Clause 14 of the Facilities Agreement,</p> <p>"Finance Document" means the Facilities Agreement, the First Amendment and Restatement Agreement, the Second Amendment and Restatement Agreement, the Third Amendment and Restatement Agreement any Transaction Security Document, any Compliance Certificate, any Hedging Agreement, any Fee Letter, any Accession Letter, any Resignation Letter, any Utilisation Request and any other document designated as such by the Agent and the Company</p> <p>"Finance Party" means the Agent, the Security Trustee, the Issuing Bank, the Arranger, a Lender or a Hedging Counterparty,</p> <p>"Financial Indebtedness" means any indebtedness for or in respect of</p> <ul style="list-style-type: none"> (a) moneys borrowed, (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent, (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument, (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease, (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis),

MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing,</p> <p>(g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account),</p> <p>(h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution,</p> <p>(i) any amount of any liability under an advance or deferred purchase agreement if (a) one of the primary reasons behind entering into the agreement is to raise finance or (b) the agreement is in respect of the supply of assets or services and payment is due more than 60 days after the date of supply,</p> <p>(j) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing, and</p> <p>(k) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (h) above,</p> <p>"Financial Year" means each period of twelve (12) months ending on 31 December in each calendar year,</p> <p>"First Amendment and Restatement Agreement" means the first agreement which amended and restated the Facilities Agreement and was made between, amongst others, (1) the Company, (2) the financial institutions listed in Part 4 of the Schedule I thereto (as lenders) and (3) the Governor and Company of the Bank of Ireland (as Arranger, Agent, Security Trustee and Issuing Bank) and dated 4 March 2009</p> <p>"Funds Flow Statement" means in respect of any Acquisition a funds flow statement in agreed form,</p> <p>"GAAP" means generally accepted accounting principles in the United Kingdom including IFRS,</p> <p>Group means the Company, each of its Subsidiaries for the time being and each Target and each of their respective Subsidiaries for the time being (in each case in respect of a Target and the Subsidiaries of the Target subject to an Acquisition for which the Closing Date is after the date of the Facilities Agreement with effect only from the date on which Completion of the Acquisition relevant to such Target and such Subsidiaries takes place),</p> <p>"Group Company" means any member of the Group,</p> <p>"Guarantee" means a guarantee dated 11 September 2007 entered into between the Issuing Bank as Guarantor and Knighton Estates Limited as beneficiary, guaranteeing the payment of rent by the Company up to a maximum amount of £5,000,000 pursuant to the Leases under the Agreement for Leases,</p>	

MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 27 of the Facilities Agreement,</p> <p>"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by the Company and a Hedging Counterparty for the purpose of hedging interest rate liabilities in relation to Facility A and Facility C in accordance with Clause 24 31 of the Facilities Agreement,</p> <p>"Hedging Counterparty" means any Lender or an Affiliate of any Lender which has become a party to any Finance Document which the Agent may reasonably require as a Hedging Counterparty in accordance with the provisions of the Hedging Agreement,</p> <p>"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary,</p> <p>"Intellectual Property" means</p> <p>(a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and</p> <p>(b) the benefit of all applications and rights to use such assets of each member of the Group,</p> <p>"Issuing Bank" means each Lender identified above as an issuing bank and any other Lender which has notified the Agent that it has agreed to the Company's request to be an Issuing Bank pursuant to the terms of the Facilities Agreement (and if more than one Lender has so agreed, such Lenders shall be referred to, whether acting individually or together as the "Issuing Bank") provided that, in respect of a Letter of Credit issued or to be issued pursuant to the terms of the Facilities Agreement, the "Issuing Bank" shall be the Issuing Bank which has issued or agreed to issue that Letter of Credit,</p> <p>"Joint Venture" means any joint venture entity, whether a company, unincorporated firm, undertaking, association, joint venture or partnership or any other entity,</p> <p>"Keyman Assignments" means the assignment or assignments of the Keyman Policies, in the agreed form, entered or to be entered into between the Company and the Security Trustee,</p> <p>"Keyman Policy" means a keyman life assurance policy (in form and substance reasonably satisfactory to the Agent and with such insurer as the Agent may approve or any replacement assurance required of the current assurance existing prior to the end of the term set out below) taken out and maintained by the Company in respect of the death or disability or critical illness of the following individuals and in not less than the following respective amounts and terms</p>

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Name of Individual	Amount (£)	Term
Debbie Klein	£750,000 (Life and Critical Illness)	24 July 2008 - 24 July 2013
Leon Jaime	£500,000	Initial Closing Date to 15 October 2009
Peter Scott	£750,000 (Life and Critical Illness)	23 February 2010 to 22 February 2015

"Leases" means each and all of the seven leases of parts of the Property on the terms and conditions of the Agreement for Leases,

"Lender" means

- (a) the Governor and Company of the Bank of Ireland and Barclays Bank PLC, and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 26 of the Facilities Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facilities Agreement,

"Letter of Credit" means

- (a) a letter of credit, substantially in the form requested by a Borrower agreed by the Agent and the Issuing Bank, or
- (b) any guarantee, including but not limited to the Guarantee, indemnity or other instrument in a form requested by a Borrower (or the Company on its behalf) and agreed by the Agent and the Issuing Bank,

"Loan" means a Facility A Loan, a Facility B Loan, a Facility C Loan or a Facility D Loan,

"Loan Notes" means the vendor loan notes being issued in connection with certain of the Refinancing Acquisitions and any other loan notes approved by the Agent and designated as "Loan Notes" in respect of any Acquisition,

"Loan Note Documents" means each of the Loan Notes and Loan Note Instruments relating to the Loan Notes and any other documents entered into pursuant to any of them and any other loan note documents as approved by the Agent (acting on the instructions of the Lenders (each acting reasonably)) and designated by the Agent as a Loan Note Document in respect of any Acquisition,

"Loan Note Holders" means the holders of any Loan Notes from time to time,

"Loan Note Instruments" means the instrument or instruments pursuant to which the Loan Notes

MG01 - continuation page
Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

are, or are to be, constituted,

"Mainscene Rent Deposit Deed" means the rent deposit deed dated 20 December 1999 granted by Synergy Sponsorship Limited (formerly known as Karen Earl Sponsorship Limited), a company incorporated under the laws of England and Wales with registered number 01772540,

"Majority Lenders" means

- (a) if there are no Loans then outstanding, a Lender or Lenders whose Commitments aggregate more than 66% per cent of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 66% per cent of the Total Commitments immediately prior to the reduction), or
- (b) at any other time, a Lender or Lenders whose participations in the Loans then outstanding aggregate more than 66% per cent of all the Loans then outstanding,

"Mandatory Prepayment Account" means an interest-bearing account,

"Material Company" means, at any time

- (a) an Obligor, or
- (b) a wholly-owned member of the Group that holds shares in an Obligor, or
- (c) a Subsidiary of the Company which has EBITDA representing 5 per cent or more of Consolidated EBITDA or has gross assets, net assets or turnover (excluding intra-group items) representing 5 per cent, or more of the gross assets, net assets or turnover of the Group, calculated on a consolidated basis,

Compliance with the conditions set out in paragraph (c) shall be determined by reference to the most recent Compliance Certificate supplied by the Company and/or the latest audited financial statements of that Subsidiary (consolidated in the case of a Subsidiary which itself has Subsidiaries) and the latest audited consolidated financial statements of the Group. However, if a Subsidiary has been acquired since the date as at which the latest audited consolidated financial statements of the Group were prepared, the financial statements shall be deemed to be adjusted in order to take into account the acquisition of that Subsidiary (that adjustment being certified by the Group's auditors as representing an accurate reflection of the revised Consolidated EBITDA, gross assets, net assets or turnover of the Group),

"Obligor" means a Borrower or a Guarantor,

"Original Borrower" means the Company,

"Original Guarantor" means the Company, WCRS Limited, Drury Lane Films Limited, Woo Communications Limited, Altogether Digital Limited, Dave Soho Limited and Personal Communications Limited,

"PAA Rent Deposit Deed" means the rent deposit deed dated 23 December 2003 granted by the PAA Target,

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"PAA Target" means Partners Andrews Aldridge Limited, a company incorporated under the laws of England and Wales with registered number 03595717,

"Participating Member State" means any member state of the European Communities that adopts or has adopted the euro as its lawful currency in accordance with legislation of the European Community relating to Economic and Monetary Union,

"Party" means a party to the Facilities Agreement,

"PCL" means Personal Communications Limited,

"Permitted Acquisition" means

- (a) any Acquisition which is approved by the Lenders,
- (b) any Facility B Acquisition,
- (c) the EGS Acquisition,
- (d) an acquisition by a member of the Group of an asset sold, leased, transferred or otherwise disposed of by another member of the Group in circumstances constituting a Permitted Disposal,
- (e) any other acquisition by a member of the Group made with the prior written consent of the Agent,
- (f) an acquisition of shares or securities pursuant to a Permitted Share Issue,
- (g) an acquisition of securities which are Cash Equivalent Investments,
- (h) the incorporation of a company which on incorporation becomes a member of the Group, but only if
 - (i) that company is incorporated in England and Wales with limited liability, and
 - (ii) if the shares in the company are owned by an Obligor, Security over the shares of that company, in form and substance satisfactory to the Agent, is created in favour of the Security Trustee within 30 days of the date of its incorporation,
- (i) an acquisition (by a Borrower or its Subsidiaries) of (A) the issued share capital of a limited liability company or (B) (if the acquisition is made by a limited liability company whose sole purpose is to make the acquisition) a business or undertaking carried on as a going concern, but only if
 - (i) no Default is continuing on the closing date for the acquisition or would occur as a result of the acquisition,
 - (ii) the acquired company, business or undertaking is incorporated or established, and carries on its principal business in the European Union and is engaged in a business substantially the same as that carried on by the Group,

MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(iii) and the consideration (including associated costs and expenses) for the acquisition and any Financial Indebtedness or other assumed actual or contingent liability, in each case remaining in the acquired company (or any such business) at the date of acquisition (when aggregated with the consideration (including associated costs and expenses) for any other Permitted Acquisition and any Financial Indebtedness or other assumed actual or contingent liability, in each case remaining in any such acquired companies or businesses at the time of acquisition (the "Total Purchase Price") together with the amount of any investment in any Permitted Joint Venture) does not exceed £250,000 (or its equivalent) in total during the term of the Facilities Agreement and in any Financial Year of the Borrowers does not exceed in aggregate £100,000 or its equivalent,</p> <p>(iv) none of the consideration for such acquisition is made up of any Financial Indebtedness under the Finance Documents,</p> <p>(j) any acquisition by the Company or PCL of shares in PCL not already held by the Company provided no Default is continuing on the relevant Closing Date or dates for such acquisition or acquisitions or would occur as a result of such share acquisition or acquisitions and only if such acquisition or acquisitions are funded from a Permitted Share Issue and Consolidated EBITDA and not by a Utilisation,</p> <p>"Permitted Disposal" means any sale, lease, licence, transfer or other disposal which, is on arm's length terms</p> <p>(a) of trading stock or cash made by any member of the Group in the ordinary course of business of the disposing entity,</p> <p>(b) of any asset by a member of the Group (the "Disposing Company") to another member of the Group (the "Acquiring Company"), but if</p> <p>(i) the Disposing Company is an Obligor, the Acquiring Company must also be an Obligor,</p> <p>(ii) the Disposing Company had given Security over the asset, the Acquiring Company must give equivalent Security over that asset, and</p> <p>(iii) the Disposing Company is a Guarantor, the Acquiring Company must be a Guarantor guaranteeing at all times an amount no less than that guaranteed by the Disposing Company,</p>	

MG01 - continuation page
Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (c) provided no Default has occurred which is continuing, of assets (other than shares, businesses, Real Property/Intellectual Property or other assets the subject of a fixed charge under the Transaction Security Documents) in exchange for other assets comparable or superior as to type, value or quality as soon as possible but in any event within 90 days of receipt of any consideration for those assets, or such longer period as the Agent may agree,
- (d) of obsolete or redundant vehicles, plant and equipment for cash,
- (e) constituted by a licence of intellectual property rights permitted by Clause 21 20 of the Facilities Agreement,
- (f) to a Joint Venture, to the extent permitted by Clause 24 9 of the Facilities Agreement,
- (g) arising as a result of any Permitted Security,
- (h) by an Obligor to the extent that the aggregate value of all assets disposed of by Obligors to non-Obligors in aggregate does not exceed £100,000,
- (i) cash except to the extent prohibited by the express terms of any Finance Documents, and
- (j) of assets for cash where the higher of the market value and net consideration receivable (when aggregated with the higher of the market value and net consideration receivable for any other sale, lease, licence, transfer or other disposal not allowed under the preceding paragraphs does not exceed £250,000 (or its equivalent) in total during the term of the Facilities Agreement and does not exceed £100,000 (or its equivalent) in any Financial Year of the Company,

"Permitted Financial Indebtedness" means Financial Indebtedness

- (a) arising under the Finance Documents, any Loan Note Documents, any Hedging Agreement, or any Company Intra-Group Loan Agreement, in each case as in force on the date of the Facilities Agreement or as approved by the Agent and subject always to the terms of the Facilities Agreement,
- (b) to the extent covered by a Letter of Credit,
- (c) arising under a foreign exchange transaction for spot or forward delivery entered into in connection with protection against fluctuation in currency rates where that foreign exchange exposure arises in the ordinary course of business but not a foreign exchange transaction for investment or speculative purposes,
- (d) arising under a Permitted Loan or a Permitted Guarantee,

MG01 - continuation page
Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (e) of any person acquired by a member of the Group pursuant to a Permitted Acquisition after the date of the Facilities Agreement which is incurred under arrangements in existence at the date of acquisition, but not incurred or increased or its maturity date extended in contemplation of, or since, that Permitted Acquisition, and outstanding only for a period of three months following the date of that Permitted Acquisition,
- (f) under finance or capital leases of vehicles, plant, equipment or computers, provided that the aggregate capital value of all such items so leased under outstanding leases by members of the Group does not exceed £500,000 (or its equivalent in other currencies) at any time, and
- (g) under any BACS or equivalent facility or any netting arrangements arising in the ordinary course of the Group's banking arrangements,
- (h) under any loan advanced to an Obligor to the extent that the Financial Indebtedness under such loan is fully subordinated under the terms of the Facilities Agreement,
- (i) constituting deferred consideration under any Permitted Acquisition in an amount agreed by the Agent,
- (j) not permitted by the preceding paragraphs or as a Permitted Transaction and the outstanding amount of which does not exceed £100,000 (or its equivalent) in aggregate for the Group at any time,
- (k) arising in respect of the Simon Gulliford Loan,

"Permitted Guarantee" means

- (a) the endorsement of negotiable instruments in the ordinary course of business,
- (b) any performance or similar bond guaranteeing performance by a member of the Group under any contract entered into in the ordinary course of business,
- (c) any guarantee of a Joint Venture to the extent permitted by Clause 24.9 of the Facilities Agreement,
- (d) any guarantee permitted under Clause 24.21 of the Facilities Agreement, or
- (e) any guarantee given in respect of the netting or set-off arrangements permitted pursuant to paragraph (b) of the definition of Permitted Security, and
- (f) any guarantee, bond or indemnity contained in, or required pursuant to the terms of the Finance Documents,

"Permitted Joint Venture" means any investment in any Joint Venture where

- (a) the Joint Venture is incorporated in the United Kingdom,
- (b) the Joint Venture is engaged in a business substantially the same as that carried on by the Group, and

MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(c) in any financial year of the Company, the aggregate of (i) all amounts subscribed for shares in, lent to, or invested in all such Joint Ventures by any member of the Group, (ii) the contingent liabilities of any member of the Group under any guarantee given in respect of the liabilities of any such Joint Venture, and (iii) the market value of any assets transferred by any member of the Group to any such Joint Venture, does not exceed £100,000 (or its equivalent in other currencies) in any Financial Year,</p> <p>"Permitted Loan" means</p> <p>(a) any trade credit extended by any member of the Group to its customers on normal commercial terms and in the ordinary course of its business activities,</p> <p>(b) Financial Indebtedness which is referred to in the definition of, or otherwise constitutes, Permitted Financial Indebtedness (except under paragraph (d) of that definition),</p> <p>(c) a loan made to a Joint Venture to the extent permitted under Clause 24.9 of the Facilities Agreement,</p> <p>(d) any loan made under the terms of the Company Intra-Group Loan Agreement for the purposes of enabling an Obligor to meet its payment obligations under the Finance Documents if such payment is permitted by the Facilities Agreement,</p> <p>(e) a loan made by an Obligor to another Obligor or made by a member of the Group which is not an Obligor to another member of the Group,</p> <p>(f) any loan made by an Obligor to a member of the Group which is not an Obligor so long as the aggregate principal amount of the Financial Indebtedness under any such loans does not exceed £250,000 (or its equivalent) at any time,</p> <p>(g) a loan made by a member of the Group to an employee or director of any member of the Group if the principal amount of that loan when aggregated with the principal amount of all loans to employees (excluding for these purposes all loans under (h) below), and directors by members of the Group does not exceed £50,000 (or its equivalent) at any time,</p> <p>so long as in the case of paragraphs (e) and (f) above</p> <p>(i) the creditor of such Financial Indebtedness shall (if it is an Obligor) grant security over its rights in respect of such Financial Indebtedness in favour of the Agent on terms acceptable to the Agent (acting on the instructions of the Majority Lenders), and</p> <p>(ii) the creditor and (if the debtor is a member of the Group) the debtor of such Financial Indebtedness shall be party to any Finance Document which may be reasonably required by the Agent,</p>

MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(h) loans made by a member of the Group to employees for the purpose of purchasing season tickets,</p> <p>"Permitted Security" means</p> <p>(a) any lien arising by operation of law and in the ordinary course of business and not as a result of any default or omission by any member of the Group,</p> <p>(b) any netting or set-off arrangement entered into by any member of the Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group but only so long as (i) such arrangement does not permit credit balances of Obligors to be netted or set off against debit balances of members of the Group which are not Obligors and (ii) such arrangement does not give rise to other Security over the assets of Obligors in support of liabilities of members of the Group which are not Obligors,</p> <p>(c) any Security or Quasi-Security over or affecting any asset acquired by a member of the Group on or after the date of the Facilities Agreement if</p> <p style="padding-left: 40px;">(i) the Security or Quasi-Security was not created in contemplation of the acquisition of that asset by a member of the Group,</p> <p style="padding-left: 40px;">(ii) the principal amount secured has not been increased in contemplation of or since the acquisition of that asset by a member of the Group, and</p> <p style="padding-left: 40px;">(iii) the Security or Quasi-Security is removed or discharged within three month of the date of acquisition of such asset,</p> <p>(d) any Security or Quasi-Security over or affecting any asset of any company which becomes a member of the Group on or after the date of the Facilities Agreement, where the Security or Quasi-Security is created prior to the date on which that company becomes a member of the Group, if</p> <p style="padding-left: 40px;">(i) the Security or Quasi-Security was not created in contemplation of the acquisition of that company,</p> <p style="padding-left: 40px;">(ii) the principal amount secured has not increased in contemplation of or since the acquisition of that company, and</p> <p style="padding-left: 40px;">(iii) the Security or Quasi-Security is removed or discharged within one month of that company becoming a member of the Group,</p> <p>(e) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of business and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group,</p>

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(f) any Security or Quasi-Security over assets of any member of any Target Group the subject of a Permitted Acquisition so long as the Security or Quasi-Security is irrevocably removed or discharged no later than the closing date for the Permitted Acquisition of such target group,</p> <p>(g) any Quasi-Security arising as a result of a disposal which is a Permitted Disposal,</p> <p>(h) the Echo Rent Deposit Deed,</p> <p>(i) the EGS Rent Deposit Deed,</p> <p>(j) the Mainscene Rent Deposit Deed,</p> <p>(k) the PAA Rent Deposit Deed,</p> <p>(l) the DPL Rent Deposit Deed,</p> <p>(m) any Security or Quasi-Security arising as a consequence of any finance lease permitted pursuant to paragraph (f) of the definition of "Permitted Financial Indebtedness", or</p> <p>(n) any Security arising under the Transaction Security Documents,</p> <p>"Permitted Share Issue" means an issue of</p> <p>(a) ordinary shares by the Company to the Loan Note Holders, shareholders or directors or employees of the Group (or at the direction of directors or employees of the Group), in each case paid for in full in cash upon issue or in consideration for the redemption of Loan Notes and in each case which by their terms are not redeemable and where (i) such shares are of the same class and on the same terms as those initially issued by the Company and (ii) such issue does not lead to a Change of Control of the Company,</p> <p>(b) shares by a member of the Group which is a Subsidiary to its immediate Holding Company where (if the existing shares of the Subsidiary are the subject of the Transaction Security) the newly-issued shares also become subject to the Transaction Security on the same terms, or</p> <p>(c) shares issued by the Company as part consideration in respect of any Permitted Acquisition, but only to the extent that such issue is or has been approved in writing by the Agent prior to the Closing Date of such Acquisition,</p> <p>"Permitted Transaction" means</p> <p>(a) any disposal required, Financial Indebtedness incurred, guarantee, indemnity or Security or Quasi-Security given, or other transaction arising, under the Finance Documents,</p> <p>(b) the solvent liquidation or reorganisation of any member of the Group which is not an Obligor so long as any payments or assets distributed as a result of such liquidation or reorganisation are distributed to other members of the Group,</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (c) transactions (other than the granting or creation of Permitted Security or the incurring or permitting to subsist of Permitted Financial Indebtedness) conducted in the ordinary course of business on arms' length terms,
- (d) any payments or other transactions contemplated by any Funds Flow Statement,
- (e) any transaction permitted under paragraph (b) or (e) of the definition of "Permitted Acquisition", or
- (f) any payments of the Simon Gulliford Loan to be made by EGS to Simon Gulliford,

"Property" means the property known as 60 Great Portland Street, London W1

"Policy" means the policy of insurance, particulars of which are set out in Schedule 1 of the Assignment (and set out below in this form MG01) together with any policy or policies in substitution or replacement thereof

Life Assured	Insurer	Policy No	Term	Cover	Insured Amount
P Scott	Scottish Equitable plc	L0191205733	22 February 2010 to 22 February 2015	Life & critical illness	£750,000

"Real Property" means

- (a) any freehold, leasehold or immovable property, and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property

"Refinancing Acquisition" means the acquisition by the Borrower of the entire issued share capital of Andrews Aldridge Holdings Limited, 5 per cent of the issued share capital of Partners Andrews Aldridge Limited and 74.9 per cent of the issued share capital of Fuel Data Strategies Limited as approved by the Agent,

"Relevant Period" has the meaning given to that term in Clause 23.1 of the Facilities Agreement,

"Resignation Letter" means a letter substantially in the form set out in Schedule 7 of the Facilities Agreement,

"Security" means any Security Interest created by the Assignment,

"Security Interest" means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security,

MG01 - continuation page
Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Second Amendment and Restatement Agreement" means the second agreement which amended and restated the Facilities Agreement and made between, amongst others, (1) the Company, (2) the financial institutions listed in Part 4 of the Schedule I thereto (as lenders) and (3) the Governor and the Company of the Bank of Ireland (as Arranger, Agent, Security Trustee and Issuing Bank) on 21 October 2009,

"Simon Gulliford Loan" means an undocumented loan made from Simon Gulliford to EGS for a sum of £25,000 (made in April 2006) on the basis of repayment by 36 monthly instalments of £775 00 each from October 2006 until the loan is fully repaid with the final instalment payable in September 2009,

"Subsidiary" means a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985,

"Target" means any target company in relation to an Acquisition,

"Target Group" means any Target and its Subsidiaries in relation to an Acquisition that the Agent designates as such,

"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same),

"Third Amendment and Restatement Agreement" means the third agreement which amended and restated the Facilities Agreement and made between, amongst others, (1) the Company, (2) the financial institutions listed in Part 4 of the Schedule I thereto (as lenders) and (3) the Governor and the Company of the Bank of Ireland (as Arranger, Agent, Security Trustee and Issuing Bank) on 26 April 2010,

"Third Amendment and Restatement Date" means the 26 April 2010,

"Total Commitments" means the aggregate of the Total Facility A Commitments, the Total Facility B Commitments, the Total Facility C Commitments, the Total Facility D Commitments and the Total Facility E Commitments, being £31,650,000 at the date of the Facilities Agreement,

"Total Facility A Commitments" means the aggregate of the Facility A Commitments, being £11,125,000 at the Third Amendment and Restatement Date,

"Total Facility B Commitments" means the aggregate of the Facility B Commitments, being £2,400,000 at the Third Amendment and Restatement Date,

"Total Facility C Commitments" means the aggregate of the Facility B Commitments, being £10,000,000 at the Third Amendment and Restatement Date,

"Total Facility D Commitments" means the aggregate of the Facility C Commitments, being £3,000,000 at the Third Amendment and Restatement Date,

MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Total Facility E Commitments" means the aggregate of the Facility D Commitments, being £5,000,000 at the Third Amendment and Restatement Date,</p> <p>"Transaction Documents" means the Finance Documents, the Acquisition Documents and the Constitutional Documents, any Transaction Security Documents, and any other document designated as a Transaction Document by the Agent and the Company,</p> <p>"Transaction Security" means the Security created or expressed to be created in favour of the Security Trustee pursuant to the Transaction Security Documents,</p> <p>"Transaction Security Documents" means</p> <ul style="list-style-type: none"> (a) a Debenture executed by each Obligor and each Material Company, (b) the Keyman Assignments, (c) any other security entered into by an Obligor required by the Agent in respect of any Permitted Acquisition and designated by the Agent as a Transaction Security Document in respect of the obligations of the Obligors under any of the Finance Documents, <p>"Utilisation" means a utilisation of a Facility,</p> <p>"Utilisation Request" means a notice substantially in the form set out in Part 1A or Part 1B of Schedule 3 of the Facilities Agreement,</p>	

MG01

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 S J BERWIN 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 **SEJC/NEAJ**

Company name **SJ Berwin LLP**

Address

Post town

County/Region

Postcode

E C 4 R 1 B E

Country

DX **DX 255 LONDON/CHANCERY LANE**

Telephone **+44 (0)20 7111 2222**



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 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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5015446
CHARGE NO. 7**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN INSURANCE ASSIGNMENT
DATED 26 APRIL 2010 AND CREATED BY THE ENGINE GROUP
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO THE FINANCE PARTIES 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 1 MAY 2010**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 MAY 2010

