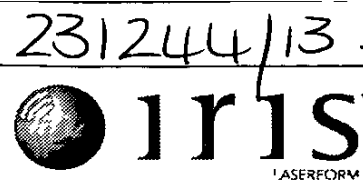


MG01

Particulars of a mortgage or charge



A fee is payable with this form.

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

Please see 'How to pay' on the last page

✓ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

✗ **What this form is NOT for**
You cannot use this form to
register particulars of a charge for a
company. To do this, please
use form MG01s

MONDAY



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A07

15/10/2012

#68

COMPANIES HOUSE

1 Company details

Company number 0 1 2 1 5 1 8 3

Company name in full Hertel (UK) Limited (the **Chargor**)

1 2 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 d2 d7 m0 m9 y2 y0 y1 y2

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 security agreement dated 27 September 2012 between the **Chargor** and ING
Bank N V. as security agent and trustee (the **Security Agent**) for the
Secured Parties (as defined below) (the **Security Agreement**).

4 Amount secured

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

Amount secured All security under the Security Agreement is
security for the payment, discharge and performance
of all the Secured Liabilities. **Secured Liabilities**
means all present and future obligations and
liabilities (whether actual or contingent and
whether owed jointly or severally or in any other
capacity whatsoever) of each Obligor to the Secured
Parties (or any of them) (including the Security
Agent in its capacity as independent creditor under
Clause 2.2 (Security Agent as holder of security)
of the Security Sharing Agreement) under each or
any of the Finance Documents together with all
costs, charges and expenses incurred by any Secured
Party in connection with the protection,
preservation or enforcement of its respective
rights under the Finance Documents

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 ING Bank N.V of Bijlmerplein 888, 1102 MG

Address Amsterdam, the Netherlands, as agent and trustee

for itself and each of the Secured Parties.

Postcode 1 1 0 2 M G

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

See continuation sheet.

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 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 Allen & Overy 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 Ian Johnston

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country

DX

Telephone +31 20 674 1378



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

MG01 – continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
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Please give the short particulars of the property mortgaged or charged
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Short particulars

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

1. CREATION OF SECURITY

1.1 General

(a) All the security created under the Security Agreement:

(1) is created in favour of the Security Agent;

(11) is security for the payment, discharge and performance of all the Secured Liabilities; and

(111) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

(b) The Security Agent holds the benefit of the Security Agreement on trust for the Secured Parties.

1 2 Shares

The Chargor charged by way of first equitable mortgage:

(a) all the Shares; and

(b) all Related Rights.

2. RESTRICTIONS ON DEALINGS

The Chargor must not:

(a) create or permit to subsist any Security Interest on any Security Asset; or

(b) sell, transfer or otherwise dispose of any Security Asset,

except as expressly allowed under the Credit Agreement or with the prior consent of the Security Agent (acting reasonably)

3. SHARES

3.1 Changes to rights

The Chargor must not take or allow the taking of any action on its behalf which may result in the rights attaching to any Security Assets being altered or further shares in the Subject Company being issued.

3.2 Voting rights

(a) Before this Security becomes enforceable, the Chargor may continue to exercise the voting rights, powers and other rights in respect of the Security Assets.

(b) Before the Security becomes enforceable, all dividends or other

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>income or distributions paid or payable in relation to any Security Assets must be paid to the Chargor To achieve this:</p> <p>(1) the Security Agent or its nominee must promptly execute any dividend mandate necessary to ensure that payment is made direct to the Chargor; or</p> <p>(11) if payment is made directly to the Security Agent (or its nominee) before this Security becomes enforceable, the Security Agent (or that nominee) must promptly pay that amount to the Chargor.</p> <p>(c) Before this Security becomes enforceable, the Security Agent must forward promptly to the Chargor all material notices, correspondence and/or other communication it receives in relation to the Security Assets.</p> <p>(d) After this Security has become enforceable, the Security Agent or its nominee may exercise or refrain from exercising:</p> <p>(1) any voting rights; and</p> <p>(11) any other powers or rights which may be exercised by the legal or beneficial owner of any Security Assets, any person who is the holder of any Security Assets or otherwise,</p> <p>in each case, in the name of the Chargor, the registered holder or otherwise and without any further consent or authority on the part of the Chargor and irrespective of any direction given by the Chargor.</p> <p>(e) If any Security Asset remains registered in the name of the Chargor, the Chargor irrevocably appoints the Security Agent or its nominee as its proxy to exercise all voting rights in respect of those Security Assets at any time after this Security has become enforceable.</p> <p>(f) The Chargor must indemnify the Security Agent against any loss or liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of the Security Assets at the direction of the Chargor.</p> <p>3.3 Financial Collateral</p> <p>(a) To the extent that the assets mortgaged or charged under the Security Agreement constitute "financial collateral" and the Security Agreement and the obligations of the Chargor under the Security Agreement constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226)) the Security Agent will have the right after this Security has become enforceable to appropriate all or any part of that financial</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

collateral in or towards the satisfaction of the Secured Liabilities.

(b) Where any financial collateral is appropriated:

(1) if the financial collateral is listed or traded on a recognised exchange its value will be taken as the value at which it could have been sold on the exchange on the date of appropriation; or

(11) in any other case, the value of the financial collateral will be such amount as the Security Agent reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it;

and each Secured Party will give credit for the proportion of the value of the financial collateral appropriated to its use.

In this form MG01

Accession Agreement means a letter, substantially in the form of Schedule 9 (Form of Accession Agreement) of the Credit Agreement, with such amendments as the Facility Agent and the Company may agree.

Additional Obligor means an Additional Borrower or an Additional Guarantor.

Additional Borrower means a member of the Group which becomes a Borrower after the First Effective Date.

Additional Guarantor means a member of the Group which becomes a Guarantor after the First Effective Date.

Administrative Party means an Arranger, the Security Agent or the Facility Agent.

Affiliate means a Subsidiary or a Holding Company of a person or any other Subsidiary of that Holding Company

Ancillary Document has the meaning given to that term in the Credit Agreement.

Arranger means ABN Amro Bank N.V., BNP Paribas S.A., HSBC Bank PLC, ING Bank N.V., KBC Bank NV and The Royal Bank of Scotland N.V. as original mandated lead arrangers.

Borrower means the Company, an Existing Borrower or an Additional Borrower.

Company means Hertel Holding B.V., a company incorporated under the laws of The Netherlands and registered with the Dutch Chamber of Commerce under number 33301433.

Compliance Certificate has the meaning given to that term in the Credit Agreement.

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>Counterparty means any Lender or Affiliate of a Lender as counterparty under a Hedging Arrangement and which becomes a Counterparty by delivering a Accession Agreement in accordance with the Credit Agreement.</p> <p>Credit Agreement means an originally €250,000,000 credit agreement originally dated 13 July 2010 between, among others, Hertel Holding B.V. and ING Bank N.V. as facility agent (as amended from time to time and, from the First Effective Date, as amended and restated by the First Amendment and Restatement Agreement).</p> <p>Effective Date means the date on which the Facility Agent gives its notification under subclause 2(b) of the First Amendment and Restatement Agreement or such later date as the Company and the Facility Agent may agree</p> <p>Existing Borrower means the subsidiaries of the Company listed in Schedule 1 (The Existing Parties) of the Credit Agreement as borrowers as at the First Effective Date.</p> <p>Existing Guarantor means the subsidiaries of the Company listed in Schedule 1 (The Existing Parties) of the Credit Agreement as guarantors as at the First Effective Date</p> <p>Existing Lenders means the financial institutions listed in Schedule 1 (The Existing Parties) of the Credit Agreement as lenders as at the First Effective Date.</p> <p>Existing Obligor means an Existing Borrower or an Existing Guarantor.</p> <p>Facility Agent means ING Bank N.V. as facility agent under the Credit Agreement</p> <p>Fee Letter has the meaning given to that term in the Credit Agreement.</p> <p>Finance Document means:</p> <ul style="list-style-type: none"> (a) the Credit Agreement, (b) a Fee Letter; (c) a Subordination Agreement; (d) the First Amendment and Restatement Agreement, (e) the Security Sharing Agreement; (f) a Security Agreement (meaning in this context only (i) each of the documents delivered or to be delivered in accordance with clause 7 General Undertakings – Security) of the First Amendment and Restatement Agreement; or (ii) any other document entered into by any Obligor creating or expressed to create any Security Interest over all or part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents), (g) a Hedging Arrangement; (h) a Transfer Certificate; (i) a Compliance Certificate; (j) an Ancillary Document; (k) an Accession Agreement; 	

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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

- (l) a Resignation Request,
- (m) an Increase Confirmation, or
- (n) any other document designated as such by the Facility Agent and the Company.

Finance Party means a Counterparty, a Lender or an Administrative Party.

Financial Indebtedness has the meaning given to it in the Credit Agreement.

First Amendment and Restatement Agreement means the first amendment and restatement agreement in respect of the Credit Agreement dated 25 June 2012 between, amongst others, the Existing Obligors (as defined therein) and the Facility Agent.

First Effective Date means the "Effective Date" under the First Amendment and Restatement Agreement, as defined above

Guarantor means the Company, an Existing Guarantor or an Additional Guarantor.

Group means (a) for the purpose of Clause 21 (Financial Covenants) of the Credit Agreement, the Company and its Subsidiaries (other than Temati/Solutions); and (b) otherwise, the Company and its Subsidiaries.

Hedging Arrangement means any Treasury Transaction entered into by an Obligor and a Counterparty in connection with Financial Indebtedness of the Group, in each case as permitted under the terms of the Credit Agreement.

Holding Company of any other person, means a person in respect of which that other person is a Subsidiary.

Increase Confirmation has the meaning given to that term in the Credit Agreement.

Lender means (a) an Existing Lender; or (b) any person which becomes a Lender in accordance with subclause 2 3 (Increase) or subclause 30.2 (Assignments and transfers by Lenders) of the Credit Agreement

Obligor means an Existing Obligor or an Additional Obligor.

Related Rights means (a) any dividend, interest or other distribution paid or payable in relation to any Shares; and (b) any right, money or property accruing or offered at any time in relation to any Shares by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

Resignation Request has the meaning given to that term in the Credit Agreement.

Secured Parties means the Finance Parties as defined in the Credit Agreement.

Security means any Security Interest created, evidenced or conferred by or

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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

under this Security Agreement.

Security Asset means all assets of the Chargor the subject of any security created by this Security Agreement.

Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect.

Security Sharing Agreement means the security sharing agreement dated 25 June 2012 between, among others, the Chargor, the Secured Parties and the Security Agent.

Shares means the shares specified in Schedule 1 (Shares) of the Security Agreement. (Schedule 1 of the Security Agreement is provided in the schedule below.)

Subject Company means the company identified in Schedule 1 (Shares) of the Security Agreement. (Schedule 1 of the Security Agreement is provided in the schedule below.)

Subordination Agreement has the meaning given to that term in the Credit Agreement.

Subsidiary means an entity of which a person has direct or indirect control or owns directly or indirectly more than 50% of the voting capital or similar right of ownership and control for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise.

Temati/Solutions has the meaning given to that term in the Credit Agreement.

Transfer Certificate has the meaning given to that term in the Credit Agreement

Treasury Transaction has the meaning given to that term in the Credit Agreement.

SCHEDULE

Subject Company	Number of Shares	Class
HERTEL TECHNICAL SERVICES LIMITED	4,227,309	Ordinary

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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		

MG01 – continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
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Please give the short particulars of the property mortgaged or charged
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Short particulars



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 1215183
CHARGE NO. 12

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 27
SEPTEMBER 2012 AND CREATED BY HERTEL (UK) LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
EACH OBLIGOR TO THE SECURED PARTIES OR ANY OF THEM
ON ANY ACCOUNT WHATSOEVER AND ALL OTHER MONIES
DUE OR TO BECOME DUE TO ANY SECURED PARTY 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 15 OCTOBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 OCTOBER
2012

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES