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

<table>
<thead>
<tr>
<th>What this form is for</th>
<th>What this form is NOT</th>
</tr>
</thead>
<tbody>
<tr>
<td>You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland</td>
<td>You cannot use this form for particulars of a charge of a company. To do this, please use form MG01s</td>
</tr>
</tbody>
</table>

1. **Company details**

<table>
<thead>
<tr>
<th>Company number</th>
<th>Company name in full</th>
</tr>
</thead>
<tbody>
<tr>
<td>780406</td>
<td>M C PEAT FINANCE COMPANY LIMITED (the &quot;Chargor&quot;)</td>
</tr>
</tbody>
</table>

2. **Date of creation of charge**

   Date of creation: 2012-01-04

3. **Description**

   Description: Debenture dated 4 January 2012 made by the Chargor in favour of Horizon Investments A V V (the "Chargee") (the "Debenture")

4. **Amount secured**

   Amount secured: £0

   The "Secured Liabilities" are all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to the Chargee under or in connection with the Loan Agreement (as defined in the Continuation Pages to Section 6 of this Form MG01) and any other Finance Document (as defined in the Continuation Pages to Section 6 of this Form MG01) together with all interest (including default interest) accruing in respect of such liabilities.
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

Name: Horizon Investments A V V
Address: Dominicaessen Straat 22
PO BOX 1256, Oranjestadt, Aruba

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars: In this Section 6 references to Clauses and Schedules are to Clauses of, and Schedules to, the Debenture unless otherwise specified. Definitions used in this Form MG01 are set out at the end of the Continuation Pages to this Section 6.

The Debenture creates fixed charges and a Qualifying Floating Charge over all or substantially all of the Chargor's assets as follows:

Particulars of property mortgaged or charged:

1. As security for the payment and discharge of all Secured Liabilities, the Chargor with full title guarantee charged to the Chargee

   1.1 the Real Property,
   1.2 all plant, machinery, vehicles, computers, office and other equipment and chattels and all Related Property Rights,
   1.3 to the extent not effectively assigned under Clause 3.2 (Assignments) all Debts,
   1.4 the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts, and all other accounts of the Chargor with any bank, financial institution or other person at any time and all monies at any time standing to the credit of such accounts, in each case, together with all interest from time to time accrued or accruing on such monies, any instrument made out of such monies or account and all rights to repayment of any of the foregoing,
   1.5 the Securities,
   1.6 the Intellectual Property Rights,
   1.7 all goodwill and uncalled capital,
   1.8 any beneficial interest in any pension fund,

PLEASE SEE CONTINUATION PAGES
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

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]

This form must be signed by a person with an interest in the registration of
the charge
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:** Lislolot Ronz
- **Company name:** Dechert LLP
- **Address:** 160 Queen Victoria Street
  London
- **Post town:** EC4V 4QQ
- **County/Region:** Greater London
- **County:** UNITED KINGDOM
- **Telephone:** 0207 184 7000

**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 33060 Cardiff

- **For companies registered in Scotland**:
  The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
  DX ED23 5 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

**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.

- 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.

**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.
CONTINUATION PAGES

19 (to the extent not otherwise charged or assigned in this Deed) the benefit of all licences, consents and authorisations held in connection with its business or the use of any property or asset and all rights in connection with them, and

110 (to the extent not effectively assigned under Clause 32 (Assignments)), the Insurance Policies and the Insurance Proceeds and all Related Property Rights

2. As security for the payment and discharge of all Secured Liabilities, the Chargor with full title guarantee assigned to the Chargee absolutely:

21 the Insurance Policies and the Insurance Proceeds and all Related Property Rights, and

22 the LLP Partnership Interest

3. As security for the payment and discharge of all Secured Liabilities, the Chargor with full title guarantee charged to the Chargee by way of floating charge:

31 all of the Chargor’s undertaking, property and assets, present and future, other than any assets validly and effectively charged or assigned pursuant to Clauses 31 (Creation of fixed security) or 32 (Assignments)

DEFINITIONS

"Collection Accounts" means any account of the Chargor that the Chargee may in its sole discretion from time to time designate as a “Collection Account” by written notice to the Chargor

"Debts" means all of the Chargor’s present and future book and other debts, revenues and monetary claims, whether actual or contingent, and whether originally owing to the Chargor or purchased or acquired by it, and all things in action which may give rise to any debt, revenue or monetary claim and the benefit of any related Security, guarantee or other right of any nature relating to any of them and any proceeds of any of the foregoing

"Finance Document" means the Loan Agreement, this Deed and any other document designated as a “Finance Document” by the Chargee and the Chargor

"Insurance Policies" means all present and future contracts or policies of insurance (including life and critical illness policies) in which the Chargor has an interest or in which it may from time to time have an interest, (whether solely, jointly, as loss payee or otherwise)

"Insurance Proceeds" means all monies from time to time payable to the Chargor under or pursuant to the Insurance Policies, including (without limitation) the refund of any premiums and all Related Property Rights

"Intellectual Property Rights" means all patents, patent applications, trade marks and service marks (whether registered or not), trade mark and/or service mark applications, trade names, registered designs, design rights, copyrights, computer software, know-how, trade secrets, confidential information, inventions and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and the
### Short particulars of all the property mortgaged or charged

<table>
<thead>
<tr>
<th>Short particulars</th>
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<tbody>
<tr>
<td></td>
<td>rights to use such assets including but not limited to the trade marks and domain names listed in Schedule 4 (Intellectual Property) and all Related Property Rights</td>
</tr>
<tr>
<td>&quot;LLP Partnership Interest&quot;</td>
<td>means the right, title and interest of the Chargor in and to MC Peat including any entitlement to Profits other than Fixed Profit Shares (as such terms are defined in the Member's Agreement of MC Peat dated on or about the date hereof)</td>
</tr>
<tr>
<td>&quot;Loan Agreement&quot;</td>
<td>means means the loan and guarantee agreement in relation to a £2,730,000 term loan facility entered into 5 January 2012 between the Chargor as borrower, MC Peat as guarantor and the Chargee as lender</td>
</tr>
<tr>
<td>&quot;MC PEAT&quot;</td>
<td>Means M C Peat &amp; Co LLP, a limited liability partnership registered and incorporated in England and Wales with number OC368230</td>
</tr>
<tr>
<td>&quot;Real Property&quot;</td>
<td>means</td>
</tr>
<tr>
<td>(a)</td>
<td>all of the freehold and/or leasehold property of the Chargor (if any) specified in Schedule 1 (Real Property),</td>
</tr>
<tr>
<td>(b)</td>
<td>all freehold and/or leasehold property of the Chargor now or hereinafter from time to time owned (other than the property referred to in paragraph (a)),</td>
</tr>
<tr>
<td>(c)</td>
<td>any buildings, fixtures, including trade fixtures, (subject, in the case of tenant's fixtures, to any tenant's rights in respect of those fixtures), fittings, fixed plant or machinery from time to time on or forming part of the property referred to in paragraphs (a) and (b) above, and</td>
</tr>
<tr>
<td>(d)</td>
<td>all Related Property Rights</td>
</tr>
<tr>
<td>&quot;Related Property Rights&quot;</td>
<td>means, in relation to any property or asset</td>
</tr>
<tr>
<td>(a)</td>
<td>the proceeds of sale and/or other realisation of that property or asset (or any part of it or interest in it),</td>
</tr>
<tr>
<td>(b)</td>
<td>all Security, options, agreements, rights, easements, benefits, indemnities, guarantees, warranties or covenants for title in respect of that property or asset, and</td>
</tr>
<tr>
<td>(c)</td>
<td>all rights under any lease, licence or agreement for lease, sale or use in respect of that property or asset</td>
</tr>
<tr>
<td>&quot;Securities&quot;</td>
<td>means</td>
</tr>
<tr>
<td>(a)</td>
<td>the Shares,</td>
</tr>
<tr>
<td>(b)</td>
<td>the LLP Partnership Interest, and</td>
</tr>
</tbody>
</table>
| (c) | all other stocks, shares, bonds, notes, warrants and other securities of any kind whatsoever (including warrants or options to acquire or subscribe any of the same) whether in bearer or registered form, and all other interests in any person and whether the same are held directly by or to the order of the Chargor or by any trustee, fiduciary, clearance system (including any depository for any clearance system and any other person whose business is or includes the provision of clearance services or the provision of security accounts or any nominees or depository for any such person), custody system, settlement system or custodian on behalf of the Chargor or whether the same have
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</table>

been delivered to or to the order of the Chargee or its nominee including all Related Property Rights and all rights against any such trustee, fiduciary, clearance system or other person holding such to the order of the Chargor

"Security" means a mortgage, charge, whether fixed or floating, legal or equitable, pledge, lien, assignment by way of security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Shares" means the shares (if any) held by the Chargor as at the date of this Deed and specified in Schedule 2 (Shares and Securities) or from time to time thereafter
CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE

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

COMPANY NO. 7880406
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED 4 JANUARY 2012 AND CREATED BY M C PEAT FINANCE COMPANY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO HORIZON INVESTMENTS A.V.V. 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 19 JANUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 JANUARY 2012