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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number



1792078

Name of company

* SSP Sirius Limited (the "Company")

Date of creation of the charge

3 October 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

ACCESSION DEED to a debenture dated 23 July 2008 (the "Deed")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each present or future member of the Group to the Security Agent and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under the Debenture), provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Debenture (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 ("Secured Obligations")

Names and addresses of the mortgagees or persons entitled to the charge

BARCLAYS BANK PLC (as security agent for the Secured Parties) (in such capacity, the "Security Agent") of 5 The North Colonnade, London

Postcode E14 4BB

Presenter's name address and
reference (if any)

Contact Denise Phillips
DLA Piper UK LLP
3 Noble Street
London
EC2V 7EE

106659 120063 21359795 1

Time critical reference

For official Use (02/06)

Mortgage Section

TUESDAY



A06 14/10/2008 161
COMPANIES HOUSE

1. ACCESSION OF THE ACCEDING COMPANY

(a) Accession

The Acceding Company

(i) unconditionally and irrevocably undertook to and agreed with the Security Agent to observe and be bound by the Debenture, and

(ii) created and granted on 3 October 2008 the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Charging Companies PROVIDED THAT the Debenture shall be deemed to be amended as follows

continued on Addendum 4/4

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Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

N/A

Signed

DIA Peter UK UP

Date *13/10/2008*

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge (See Note 5)

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

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*insert full name
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* SSP Sirius Limited (the "Company")

Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

NOTE.

In this form:

"Acceding Company" means each of SSP Holdings Limited with CRN 5247843, SSP Sirius Limited with CRN 1792078, SSP Sirius Solutions Limited with CRN 3273649 and SSP Limited with CRN: 4234499,

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 4.2 (*Security assignments*) of the Debenture,

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

"Bidco" means H & F Sensor Bidco Limited with CRN 6647165,

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;

"Charged Securities" means:

(a) the securities specified in part 2 of the schedule hereto (*Details of Security Assets*); and

(b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at 3 October 2008) as at 3 October 2008 or in future owned (legally or beneficially) by a Charging Company or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which such Charging Company has an interest at any time,

"Charging Companies" means:

(a) the Original Charging Companies, and

(b) any other company which accedes to the Debenture pursuant to an Accession Deed (as defined in the Debenture),

"Collection Account" has the meaning given to that term in clause 11 8(a)(iii) of the Debenture;

"Debenture" means a debenture dated 23 July 2008 and made between (1) the Charging Companies named it it and (2) the Security Agent,

"Debenture Security" means the Security created or evidenced by or pursuant to the Debenture or any Accession Deed,

Name of company

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* SSP Sirius Limited (the "Company")

"Declared Default" means a Default Notice issued by the Agent (as such terms are defined in the Facilities Agreement) to the Parent pursuant to clause 26.17 (Acceleration) of the Facilities Agreement notifying the Parent of the relevant Event of Default,

"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent or by a Receiver,

"Event of Default" means each Event of Default as defined in the Facilities Agreement,

"Facilities Agreement" means the sterling term and multicurrency revolving facilities agreement dated 23 July 2008 and made between (1) H&F Sensor Holdco Limited as Parent, (2) H&F Sensor Bidco Limited as Company, (3) the companies listed in part 1 of schedule 1 to it as Original Borrowers, (4) the companies listed in part 1 of schedule 1 to it as Original Guarantors, (5) Barclays Capital, HSBC Bank plc, Lloyds TSB Bank plc and The Royal Bank of Scotland plc as Arrangers, (6) the financial institutions listed in part 2 of schedule 1 to it as Original Lenders, (7) Barclays Bank PLC as Agent and (8) Barclays Bank PLC as Security Agent pursuant to which the Original Lenders agreed to make certain facilities available to the Original Borrower (as defined therein),

"Finance Document" means the Facilities Agreement, any Accession Letter, any Ancillary Document, any Compliance Certificate, any Fee Letter, the Hedging Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request (each as defined in the Facilities Agreement unless otherwise defined in this form M395) and any other document designated as a "Finance Document" by the Agent (as defined in the Facilities Agreement) and the Parent;

"Finance Party" means the Agent, the Arranger, the Security Agent, a Lender, a Hedge Counterparty or any Ancillary Lender (each as defined in the Facilities Agreement),

"Group" means the Parent and each of its Subsidiaries (as defined in the Facilities Agreement) for the time being including, from the Effective Date, the Target Group (as such terms are defined in the Facilities Agreement),

"Insurances" means all policies of insurance (and all cover notes) which are at any time held by or written in favour of a Charging Company, or in which a Charging Company from time to time has an interest (including, without limitation

(a) all present and future Key-man Policies, and

(b) the policies of insurance (if any) specified in part 6 of the schedule hereto (Details of Security Assets)),

"Intellectual Property" means all present and future legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Charging Company in, or relating to:

(a) any patents, registered and unregistered trade marks and service marks, registered designs, utility models, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names, database rights, domain names; and

(b) the benefit of all applications for, all rights to use, and any other rights of every kind deriving from or through the exploitation of, any of assets mentioned in paragraph (a)

Name of company

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of this definition,

(including, without limitation, the intellectual property rights (if any) specified in part 4 of the schedule hereto (Details of Security Assets),

"Key-man Policy" means each key-man life assurance policy (in form and substance reasonably satisfactory to the Agent and with such insurer as the Agent may reasonably approve) taken out and maintained by an Obligor (as defined in the Facilities Agreement) incorporated in the UK in respect of the death and disability and critical illness of the following individuals and in not less than the following respective amounts and terms

Name of individual	Amount (£)	Minimum Term
David Rasche	1,000,000	3 years from Closing Date
Laurence Walker	1,000,000	3 years from Closing Date

and any substitute or replacement policy entered into relating to the same,

"Original Charging Companies" means H&F Sensor Holdco Limited with CRN 6647161 and H&F Sensor Bidco Limited with CRN 6647165;

"Parent" means H&F Sensor Holdco Limited, a company incorporated in England and Wales with registered number 6647161,

"Permitted Security" means.

(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,

(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 (including an Ancillary Facility (as defined in the Facilities Agreement) which is an overdraft comprising more than one account) but only so long as 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,

(c) any Security or Quasi-Security over or affecting any asset acquired by a member of the Group after the Refinancing Date (as defined in the Facilities Agreement) if

(1) the Security or Quasi-Security was not created in contemplation of the acquisition of that asset by a member of the Group;

(11) 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

(111) the Security or Quasi-Security is removed or discharged within three months of the date of acquisition of such asset,

(d) any Security or Quasi-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 trading and on the supplier's

Name of company

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* SSP Sirius Limited (the "Company")

standard or usual terms and not arising as a result of any default or omission by any member of the Group;

(e) any Security or Quasi-Security (existing as at 3 October 2008) over assets of any member of the Target Group so long as the Security or Quasi-Security is irrevocably removed or discharged by no later than the Refinancing Date (as defined in the Facilities Agreement);

(f) any Security or Quasi-Security arising as a result of a disposal which is permitted under the Facilities Agreement;

(g) any Security or Quasi-Security over the relevant leased asset arising as a consequence of any finance or capital lease permitted pursuant to the definition of "Permitted Financial Indebtedness";

(h) any Security or Quasi-Security over documents of title and goods as part of a documentary credit transaction entered into in the ordinary course of trade,

(i) any right of set-off or other Security or Quasi-Security arising in the ordinary course of business of the relevant member of the Group and not securing Financial Indebtedness, and

(j) any Security or Quasi-Security (other than any permitted under paragraphs (a) to (g) above) does not exceed over assets having an aggregate value not exceeding £250,000 (or its equivalent in other currencies),

"Quasi-Security" has the meaning given to that term in clause 25 13 (*Negative pledge*) of the Facilities Agreement;

"Real Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) as at 3 October 2008 or in future belonging to any Charging Company, or in which any Charging Company has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of the schedule hereto (Details of Security Assets)), together with

(a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon,

(b) all easements, rights and agreements in respect thereof,

(c) the benefit of all covenants given in respect thereof,

"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Charging Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with

(a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and

(b) all proceeds of any of the foregoing,

"Receiver" means any receiver, receiver and manager or administrative receiver appointed by

Name of company

*insert full name
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the Security Agent under the Debenture,

"Related Rights" means, in relation to any Charged Security:

(a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition, and

(b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

"Relevant Contract" means:

(a) each Hedging Agreement (as defined in the Facilities Agreement), and

(b) each agreement specified in part 5 of the schedule hereto (Details of Security Assets),

together with each other agreement supplementing or amending or novating or replacing the same,

"Secured Parties" has the meaning given to that term in the Facilities Agreement,

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture,

"Security Period" means the period beginning 3 October 2008 and ending on the date on which

(a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and

(b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents; and

"Target" means SSP Holdings plc (Company Number 5247843),

"Transaction Security Documents" means each of the documents listed as being a Transaction Security Document in paragraph 3 of part 1A of schedule 2 (*Conditions Precedent*), clause 25 40(b) (*Conditions subsequent*) and each of the documents listed as being a Transaction Security Document in paragraph 13, part 2 of schedule 2 (*Conditions Precedent*) of the Facilities Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents.

SEE ATTACHED SCHEDULES

Name of company

*insert full name
of Company

* SSP Sirius Limited (the "Company")

Addendum 3/4

3 Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

(A) in relation to any Real Property located outside of England and Wales each Acceding Company shall not be obliged to create any security (other than created under the Deed and the Debenture) unless the Security Agent (acting reasonably) notifies the relevant Acceding Company that such Real Property is material,

(B) Clause 10 2 of the Debenture shall not apply in relation to any Real Property owned by an Acceding Company at 3 October 2008,

(C) In relation to each Acceding Company, clause 10 4 of the Debenture shall be amended to read as follows

"So far as each Acceding Company is aware, in relation to Real Property, part 1 of Schedule 2 (Details of Security Assets) identifies all freehold and leasehold Real Property which is beneficially owned by each Charging Company at the date of this Deed"; and

(D) Clause 11 3 (a) shall only apply to deeds and documents specified in sub-clauses (1) and (11) which are:

- (1) in the possession of an Acceding Company,
- (2) held on behalf of, or to the order of, an Acceding Company, or
- (3) which an Acceding Company can obtain by making a request or application to a third party.

2. GRANT OF SECURITY**2.1 Nature of security**

All Security and dispositions created or made by or pursuant to the Debenture are created or made

Name of company

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* SSP Sirius Limited (the "Company")

- (a) in favour of the Security Agent,
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (subject to the representation in clause 10.2 (Ownership of Security Assets) of the Debenture (as applicable)); and
- (c) as continuing security for payment of the Secured Obligations

2.2 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Debenture (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986)

3. FIXED SECURITY

3.1 Fixed charges

The Company charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest

- (a) by way of first legal mortgage:
 - (i) the Real Property (if any) specified in part 1 of the schedule hereto (Details of Security Assets), and
 - (ii) all other Real Property (if any) at 3 October 2008 vested in, or charged to, the Company (not charged by clause 4.1(a)(i) of the Debenture),
- (b) by way of first fixed charge:
 - (i) all other Real Property and all interests in Real Property (not charged by clause 4.1(a) of the Debenture),
 - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land, and
 - (iii) the proceeds of sale of all Real Property,
- (c) by way of first fixed charge all plant and machinery (not charged by clause 4.1(a) or 4.1(b) of the Debenture) and the benefit of all contracts, licences and warranties relating to the same;
- (d) by way of first fixed charge
 - (i) all computers, vehicles, office equipment and other equipment (not charged by clause 4.1(c) of the Debenture), and
 - (ii) the benefit of all contracts, licences and warranties relating to the same, (other than any which are for the time being part of the Company's stock-in-trade or work-in-progress),
- (e) by way of first fixed charge

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* SSP Sirius Limited (the "Company")

(1) the Charged Securities referred to in part 2 of the schedule hereto (Details of Security Assets), and

(11) all other Charged Securities (including, for the avoidance of doubt, all the shares to be acquired or held by the Original Charging Companies in respect of Target) (not charged by clause 4 1(e)(1) of the Debenture),

in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,

(f) by way of first fixed charge:

(1) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts, and

(11) all accounts of the Company with any bank, financial institution or other person at any time (not charged by clauses 4 1(f)(1) of the Debenture) 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 investment made out of such monies or account and all rights to repayment of any of the foregoing;

(g) by way of first fixed charge

(1) the Intellectual Property (if any) specified in part 4 of the schedule hereto (Details of Security Assets), and

(11) all other Intellectual Property (if any) (not charged by clause 4 1(g)(1) of the Debenture),

(h) to the extent that any Assigned Asset is not effectively assigned under clause 4 2 (Security assignments) of the Debenture, by way of first fixed charge such Assigned Asset,

(1) by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture)

(1) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Company or the use of any of its assets, and

(11) any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it, and

(j) by way of first fixed charge all of the goodwill and uncalled capital of the Company.

3.2 Security assignments

The Company assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to

(a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising therefrom,

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(b) each of the following.

(i) each present and future Key-man Policy,

(ii) all Insurances specified in part 6 of the schedule hereto (Details of Security Assets), and

(iii) all other Insurances (not assigned by clauses 4.2(b)(i) or 4.2(b)(ii) of the Debenture),

and all claims under the Insurances and all proceeds of the Insurances, and

(c) all other Receivables (not assigned under clauses 4.2(a) or 4.2(b) of the Debenture)

To the extent that any Assigned Asset described in clause 4.2(b) of the Debenture is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Company to any proceeds of such Insurances

3.3 Assigned Assets

The Security Agent is not obliged to take any steps necessary to preserve any Assigned Asset, to enforce any term of a Relevant Contract against any person or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to the Debenture

4. FLOATING CHARGE

The Company charged and agreed to charge by way of first floating charge all of its present and future assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 4.1 (Fixed charges), clause 4.2 (Security assignments) or any other provision of the Debenture.

5. CONVERSION OF FLOATING CHARGE

5.1 Conversion by notice

The Security Agent may, by written notice to the Company, convert the floating charge created under the Debenture into a fixed charge as regards all or any of the assets of the Company specified in the notice if:

(a) an Event of Default has occurred and is continuing, or

(b) the Security Agent (acting reasonably) considers any Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

5.2 Small companies

The floating charge created under the Debenture by the Company shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Company.

5.3 Automatic conversion

Name of company

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* SSP Sirius Limited (the "Company")

The floating charge created under the Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge.

(a) in relation to any Security Asset which is subject to a floating charge if:

(1) the Company creates (or attempts or purports to create) any Security (other than a Permitted Security) on or over the relevant Security Asset without the prior written consent of the Security Agent, or

(11) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset, and

(b) over all Security Assets of the Company which are subject to a floating charge if an administrator is appointed in respect of the Company or the Security Agent receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986)

5.4 Partial conversion

The giving of a notice by the Security Agent pursuant to clause 6.1 (*Conversion by notice*) of the Debenture in relation to any class of assets of the Company shall not be construed as a waiver or abandonment of the rights of the Security Agent to serve similar notices in respect of any other class of assets or of any other right of the Security Agent and/or the other Secured Parties

6. CONTINUING SECURITY

6.1 Continuing security

The Debenture Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Debenture shall remain in full force and effect as a continuing security for the duration of the Security Period

6.2 Additional and separate security

The Debenture is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Security Agent and/or any other Secured Party may at any time hold for any Secured Obligation

6.3 Right to enforce

The Debenture may be enforced against the Company without the Security Agent and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.

7. LIABILITY OF CHARGING COMPANIES RELATING TO SECURITY ASSETS

Notwithstanding anything contained in the Debenture or implied to the contrary, the Company remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. The Security Agent is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation

8. UNDERTAKINGS BY THE CHARGING COMPANIES

Name of company

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of Company

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8.1 Negative pledge

The Company shall not do or agree to do any of the following without the prior written consent of the Security Agent create or permit to subsist any Security or Quasi-Security on any Security Asset except a Permitted Security

10. FURTHER ASSURANCES**10.1 Further action**

The Company shall at its own expense, immediately do all acts and execute all documents as the Security Agent or a Receiver may reasonably specify (and in such form as the Security Agent or a Receiver may reasonably require) for

- (a) creating, perfecting or protecting the Security intended to be created by the Debenture or any other Transaction Security Document,
- (b) upon the occurrence of a Declared Default, facilitating the realisation of any Security Asset,
- (c) facilitating the exercise of any rights, powers and remedies exercisable by the Security Agent, any other Secured Party or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law, or
- (d) creating and perfecting Security in favour of the Security Agent or the Secured Parties over any property and assets of the Company located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to the Debenture or any other Transaction Security Document

This includes:

- (1) the re-execution of the Debenture or such Transaction Security Document;
- (11) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Security Agent or to its nominee, and
- (111) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may think expedient.

10.2 Finance Documents

The Company shall (and the Parent shall procure that each member of the Group shall) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Finance Parties by or pursuant to the Finance Documents

11. POWER OF ATTORNEY

The Company, by way of security, irrevocably and severally appointed the Security Agent, each Receiver and any Delegate to be its attorney to take any action which the Company is obliged to take under the Debenture, including under clause 20 (*Further assurances*) of the

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Debenture upon the occurrence of a Declared Default or which the Company is obliged to do under the Debenture, but has failed to do so The Company ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under clause 20 (Further assurances) of the Debenture

SCHEDULE

Details of Security Assets owned by the Acceding Companies

Part 1 - Real Property

Registered land in England and Wales			
Acceding Company	Address	Administrative Area	Title number
SSP Sirius Limited	1st Floor, Nugent Road, Surrey Research Park, Guildford	Surrey, Guildford	SY608777

Unregistered land in England and Wales				
Acceding Company	Address	Document describing the Real Property		
		Date	Document	Parties
SSP Sirius Limited	Part of Emmanuel Court, 20-24 Reddicroft, Sutton Coldfield, West Midlands, B73 6BN	4 June 1990	Lease	Sterling Estates Limited (1) Policy Master Plc (2)

Real Property outside England and Wales				
Acceding Company	Address	Document describing the Real Property		
		Date	Document	Parties
SSP Sirius Limited	1st Floor, Bishops Garden Towers, Bishop Road, PO Box 10023, Nairobi - 00100, Kenya			


Part 2 - Charged Securities


Acceding Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
SSP Sirius Limited	Mediamaker Limited	Ordinary	10,000	10,000 shares of £1 00 each
SSP Sirius Limited	SSP (Australia) Pty Limited	TBC	TBC	TBC

Part 3 - Charged Accounts

Collection Accounts			
Account Holder	Account Number	Account Bank	Account name and sort code
SSP Sirius Limited	30896187	Barclays	SSP Sirius Ltd 204842
SSP Sirius Limited	30896187	Barclays	SSP Sirius Ltd, 20-48-42
SSP Sirius Limited	75141844	Barclays	SSP Sirius USD, 20-48-42
SSP Sirius Limited	65869122	Barclays	SSP Sirius NZD, 20-48-42
SSP Sirius Limited	43687332	Barclays	SSP Sirius AUD, 20-48-42

Part 4 - Intellectual Property

Part 4A - Trade marks								
Acceding Company	Mark	Country	Status	Class(es)	Application Number	Registration Number	Application Date	Expiration Date
SSP Sirius Limited	POLICY MASTER 	UK	Registered	09, 41, 42	2067899	2067899	09/04/1996	09/04/2016

Mark	Country	Status	Class(es)	Goods/Services	owner	Application Number	Registration Number	Application Date	Expiration Date
Mastersoft  M73507	UK	Registered	09 41, 42	Class 09 Computer software, computer programs and computer systems for use in the field of insurance and financial services insurance and financial services through direct marketing, insurance underwriting, commercial lines broking personal broking and independent financial advice, motor insurance, house insurance, commercial vehicle insurance and quotation therefor, pensions, life assurance, investment portfolios and mortgages Class 41 Education, instruction and training services, publications of printed matter, education and training materials, all relating to computers, computer software computer programs computer hardware and data processing apparatus Class 42 Computer programming, design, research and development of computer systems, computer software and computer hardware, updating and maintenance of computer software, computer systems analysis, on-line access to databases, computer database installation and access advisory and consultancy services relating to all the aforesaid services	SSP Sirius Limited (formerly Sirius Financial Systems Plc) Policy Master House, Reddicroft Sutton Coldfield, West Midlands, B73 6BN	2069720	2069720	26-04-1996	26-04-2016

Acceding Company	Mark	Country	Status	Class(es)	Application Number	Registration Number	Application Date	Expiration Date
SSP Sirius Limited	MEDIQUOTE	UK	Registered	36	2204338	2204338	29/07/1999	29/07/2009

Part 5 - Material Contracts

None

Part 6 - Insurances

Acceding Company	Insurer	Type of Insurance	Policy number
SSP Sirius Limited	Chubb	Personal Accident/Travel	64795848
SSP Sirius Limited	Chubb	Commercial Combined	335772749
SSP Sirius Limited	Chubb	Professional Indemnity	35371848
SSP Sirius Limited	Markel	Directors' and officers' (run off)	SC1920E080W
SSP Sirius Limited	Ace	Public Liability	46 UKC 23492
SSP Sirius Limited	Ace	Directors' and officers' (going forward)	UK DRNC 38443



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY NO. 1792078
CHARGE NO. 10

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ACCESSION DEED TO A
DEBENTURE DATED 23 JULY 2008 AND DATED 3 OCTOBER
2008 AND CREATED BY SSP SIRIUS LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM EACH PRESENT
OR FUTURE MEMBER OF THE GROUP TO BARCLAYS BANK
PLC (AS SECURITY AGENT FOR THE SECURED PARTIES)
AND/OR THE OTHER SECURED PARTIES (OR ANY OF THEM)
ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 14 OCTOBER
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 OCTOBER
2008

n/oc11



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES