

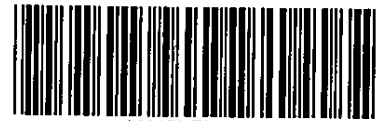
MG01

Particulars of a mortgage or charge

220502/195



FRIDAY



\*AHCLZMW5\*

A26

27/08/2010

415

COMPANIES HOUSE

**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 Scottish  
company. To do this, please use  
form MG01s

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

1

**Company details**

Company number 03017507

Company name in full Schoice Europe Limited  
(the "Charging Company")

8

For official use

→ **Filing 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 18/08/2010

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 Deed of Accession and Charge dated 18 August 2010 made between the  
Charging Company and others in favour of Barclays Bank PLC (in its  
capacity as Security Agent for the Beneficiaries (as defined in the  
Continuation Pages to Section 6 of this Form MG01)) (the "Accession  
Deed") to a Principal Deed (as defined in the Continuation Pages to  
Section 6 of this Form MG01)

4

**Amount secured**

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

Amount secured The Secured Sums (as defined in the Continuation  
Pages to Section 6 of this Form MG01)

Reference to any Finance Document includes  
references to such Finance Document as varied in  
any manner from time to time, even if changes are  
made to the composition of the parties to such  
document or to the nature or amount of any  
facilities made available under such document

**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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	Barclays Bank PLC (in its capacity as		
Address	Security Agent for the Beneficiaries)		
	5 The North Colonnade, Canary Wharf, London		
Postcode	E 1 4 4 B B		
Name			
Address			
Postcode			

### 6 Short particulars of all the property mortgaged or charged

	Please give the short particulars of the property mortgaged or charged	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p>In this Section 6 references to Clauses and to Schedules are to Clauses of, and Schedules to, the Principal Deed unless otherwise specified. References in this Form MG01 to the Accession Deed or to any other document (including any Finance Document) include reference to the Accession Deed, or to any such other document, as varied in any manner from time to time. Definitions used in this form MG01 are set out at the end of the Continuation Pages to this Section 6.</p> <p>The Continuation Pages to this Section 6 refer to covenants by and restrictions on the Charging Company which protect and further define the charges created by the Accession Deed and which must be read as part of those charges.</p> <p>The Accession Deed creates fixed charges and a Qualifying Floating Charge over all or substantially all of the Charging Company's assets as follows:</p> <p style="text-align: center;"><b>Particulars of property mortgaged or charged</b></p> <p><b>1 Assignments:</b></p> <p>(a) As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, assigned absolutely to the Security Agent by way of security:</p> <p>(1) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies, and</p> <p>(11) all its rights, title and interest from time to time in respect of the Hedging Agreements (as that term is defined in the Facilities Agreement),</p> <p><b>PLEASE ALSO SEE ATTACHED CONTINUATION SHEETS</b></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

Not applicable

### 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 *Hogan Lovells International 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 F3SM/SXB/030BA 69651

Company name Hogan Lovells International  
LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country

DX 57 London Chancery Lane

Telephone +44 20 7296 2000



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

# 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

Continuation Page 1

provided that on payment or discharge in full of the Secured Sums the Security Agent will at the request and cost of the Charging Company reassign any of the Insurance Policies and/or the Hedging Agreements (as that term is defined in the Facilities Agreement) to the Charging Company (or as it shall direct)

(b) Until the occurrence of a Declared Default, the Charging Company may continue to deal with counterparties to the Insurance Policies and/or the Hedging Agreements (as that term is defined in the Facilities Agreement)

#### 2 Fixed charge

2 1 As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, charged to the Security Agent

by way of fixed charge

(1) subject to Clause 4 2 of the Accession Deed as set out in paragraph 2 2 below of this Section 6, all Land which is at the Deed Date, or in the future becomes, its property,

(11) subject to Clause 4 2 of this Accession Deed as set out in paragraph 2 2 below of this Section 6, all interests and rights in or relating to Land or the proceeds of sale of Land at the Deed Date or in the future belonging to it,

(111) subject to Clause 4 2 of the Accession Deed as set out in paragraph 2 2 below of this Section 6, all plant and machinery at the Deed Date or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of Clause 4 1 of the Accession Deed as set out in paragraph 2 1 of this Section 6,

(iv) subject to Clause 4 2 of the Accession Deed as set out in paragraph 2 2 below of this Section 6, all rental and other income and all debts and claims at the Deed Date or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land,

(v) all Specified Investments which are at the Deed Date, or in the future become, its property,

(vi) all Derivative Rights at the Deed Date or in the future accruing in respect of its Specified Investments,

# 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

Continuation Page 2

- (vii) to the extent not assigned pursuant to Clause 3(a)(1) of the Accession Deed (as set out in paragraph 1(a)(1) above of this Section 6), all insurance or assurance contracts or policies at the Deed Date or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them and payable to the Charging Company) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in the Accession Deed,
- (viii) all its goodwill and uncalled capital for the time being,
- (ix) all Intellectual Property at the Deed Date or in the future belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (x) the benefit of all agreements and licences at the Deed Date or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world,
- (xi) all its rights at the Deed Date or in the future in relation to trade secrets, confidential information and knowhow in any part of the world,
- (xii) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (ix) to (xi) inclusive of Clause 4 1 of the Accession Deed (as set out in this paragraph 2 1 of this Section 6),
- (xiii) all trade debts at the Deed Date or in the future owing to it,
- (xiv) all debts owing to it by another member of the Group,
- (xv) all other debts at the Deed Date or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group,

# MG01 - continuation page

Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
----------	---

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

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 3

(xvi) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3 (*Assignments*) of the Accession Deed (as set out in paragraph 1 of this Section 6),

(xvii) all rights, money or property accruing or payable to it at the Deed Date or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of the Accession Deed (as set out in paragraph 1 of this Section 6), and

(xviii) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them

2 2 There shall be excluded from the Charge created by Clause 4 1 of the Accession Deed (as set out in paragraph 2 1 above of this Section 6) and from the operation of Clause 8 (*Further Assurance*) any leasehold property held by the Charging Company which is subject to a Security Restriction until the relevant condition or waiver has been satisfied or obtained

### 3 Floating Charge

3 1 As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, charged to the Security Agent by way of floating charge

(a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3 (*Assignments*) (as set out in paragraph 1 of this Section 6) or charged by any fixed charge contained in Clause 4 (*Fixed security*) (as set out in paragraph 2 of this Section 6), including any Assets comprised within a charge which is reconverted under Clause 4 4 (*Reconversion*) of the Principal Deed, and

(b) without exception, all its Assets in so far as they are for the time being situated in Scotland or otherwise governed by Scots law,



# MG01 - continuation page

Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
----------	---

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

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 4

but in each case so that such the Charging Company shall not create any Security (except Permitted Security) over any Floating Charge Asset (whether having priority over, or ranking pari passu with or subject to, this floating charge) or take any other step referred to in Clause 7 (*Negative pledge and other restrictions*) with respect to any Floating Charge Asset, and the Charging Company shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any Floating Charge Asset except by way of a Permitted Disposal or Permitted Transaction

- 3 2 The parties have agreed (without limitation to the general nature of the Charging Company's accession to the Principal Deed contained in Clause 2 of the Accession Deed) that the crystallisation provisions contained in Clause 4 shall apply to the floating charge contained in the Accession Deed as if set out in full in the Accession Deed

#### Covenants and Restrictions contained in the Principal Deed

- 1 By acceding to Clause 6 1 (*Collection Account*), the Charging Company agreed to collect and realise all its Receivables and, immediately on receipt, pay all money so collected into the Collection Accounts. The Charging Company agreed, pending such payment, to hold all money so received upon trust for the Security Agent
- 2 By acceding to Clause 6 3 (*No derogation*), the Charging Company agreed that it would not, without the Security Agent's prior written consent, purport to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any person or do or omit to do anything which might delay or prejudice its full recovery, other than in relation to the commutation of Receivables with its customers in the ordinary course of business
- 3 By acceding to Clause 7 (*Negative pledge and other restrictions*) the Charging Company agreed that it would not, without the prior written consent of the Security Agent
- (a) (with the exception of Permitted Security) create or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets, or
- (b) (with the exception of Permitted Disposals and Permitted Transactions) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so

## MG01 - continuation page

Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
----------	---

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

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 5

- 4 By acceding to Clause 11.4 (*Negative Covenants*), the Charging Company covenanted with the Security Agent that it would not, without the prior written consent of the Security Agent consent to its Specified Investments being consolidated, sub-divided or converted or any rights attached to them being varied (except by way of a Permitted Transaction)

#### Definitions

**"Account Bank"** means Barclays Bank PLC acting through its branch at 5 The North Colonnade, Canary Wharf, London E14 4BB, each other bank with which the Charging Company is permitted to have a bank account under the Facilities Agreement or such other bank as the Security Agent may from time to time specify

**"Act"** means the Companies Act 2006.

**"Agent"** means Barclays Bank PLC acting as agent for the Finance Parties in accordance with the terms of the Facilities Agreement

**"Assets"** means all the Charging Company's undertaking, property, assets, revenues and rights of every description, or any part of them

**"Beneficiary"** means each Senior Finance Party from time to time and any Receiver or Delegate (each term as defined in the Facilities Agreement)

**"Collection Account"** means the Charging Company's accounts with the Account Bank and/or such other accounts as the Parent and the Security Agent shall agree into which the Charging Company is required pursuant to Clause 6.1 (*Collection Account*) to pay its Receivables

**"Declared Default"** means the Agent first exercising its rights under Clause 27.16 of the Facilities Agreement

**"Deed Date"** means 18 August 2010

**"Derivative Rights"** means all dividends, interest or distributions and all other rights and benefits of an income nature accruing at any time in respect of any Investments

# 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

Continuation Page 6

**"Excluded Investments"** means the Investments in Southern Cross Operations Limited and Southern Cross Operations No 2 Limited held by Highfield Holdings Limited to the extent that the Investments in Southern Cross Operations Limited are prohibited from being charged by Quercus (Nursing Homes) Limited pursuant to a share charge dated 31 January 2001 and to the extent that the Investments in Southern Cross Operations No 2 Limited are prohibited from being charged by Quintain (No 5) Limited pursuant to a share charge dated 19 January 2001

**"Excluded Shares"** means

- (a) all shares acquired by a Charging Company after the Closing Date (including by way of subscription for shares) in relation to a Cash Funded Acquisition, Debt Funded Acquisition or Permitted Development for a period from the date of such acquisition until the earlier of (a) the date falling 6 Months after the date of the acquisition, and (b) the date of disposal of such shares, and
- (b) any Target Shares and any shares in the Avery Purchaser for a period from the date of completion of the Avery Acquisition until the earlier of (a) the date falling 4 Months after the date of the acquisition, and (b) the date of disposal of such shares,

(each term as defined in the Facilities Agreement)

**"Facilities Agreement"** means the facilities agreement dated 6 June 2007, as amended and restated on or about the date of the Principal Deed (and as further amended on 27 June 2008, 24 July 2008 and 15 August 2008 and as further amended and restated on 30 October 2008 and as further amended and restated on 16 December 2008, as further amended and restated on 8 May 2009, as amended on 6 November 2009 and as further amended and restated on 18 May 2010), made between the Parent, the companies listed therein as Original Borrowers, the companies listed therein as Original Guarantors, Barclays Capital (as Arranger and Bookrunner) and Barclays Bank PLC (as Original Lender, Agent, Security Agent and Issuing Bank) (each term as defined therein unless defined in this Form MG01)

**"Finance Document"** means the Facilities Agreement, any Accession Letter, any Hedging Agreements, any Ancillary Document, any Letter of Credit, any Compliance Certificate, any Fee Letter, any Selection Notice, the Syndication Letter, any Transaction Security Document, any Utilisation Request and any other document designated as such by the Agent and the Parent (each term as defined in the Facilities Agreement unless defined in this Form MG01)

# 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

Continuation Page 7

**"Finance Party"** means the Agent, the Arranger, the Bookrunner, a Hedge Counterparty, the Security Agent, a Lender, the Issuing Bank or any Ancillary Lender (each term as defined in the Facilities Agreement unless defined in this Form MG01)

**"Fixed Security Asset"** means an Asset for the time being comprised within an assignment created by Clause 3 (*Assignments*) of the Accession Deed (as set out in paragraph 1 of this Section 6) or within a mortgage or fixed charge created by Clause 4 (*Fixed security*) of the Accession Deed (as set out in paragraph 2 of this Section 6)

**"Floating Charge Asset"** means an Asset for the time being comprised within the floating charge created by Clause 5 (*Creation of floating charge*) of the Accession Deed (as set out in paragraph 3 of this Section 6) but, if it is also a Fixed Security Asset only in so far as concerns the floating charge over that Asset

**"Group"** means the Parent and its Subsidiaries for the time being

**"Hedge Counterparty"** means a Lender or an Affiliate of a Lender (each term as defined in the Facilities Agreement) which enters into a Hedging Agreement

**"Hedging Agreements"** means any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by the Parent and each other Borrower of Facility A Loans and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to the Term Facilities (each term as defined in the Facilities Agreement unless defined in this Form MG01)

**"Insurance Policy"** means any contract or policy of insurance of the Charging Company (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of the Charging Company or (to the extent of its interest) in which the Charging Company has an interest at any time

**"Intellectual Property"** means all the Charging Company's patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) and, in each case, any extensions and renewals of, and any applications for, such rights

# 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

Continuation Page 8

**"Investments"** means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Part III of the Financial Services and Markets Act 2000 (Regulated Activities Order 2001, SI 2001/544 (as amended))), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise

**"Land"** means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (excluding trade and tenant's fixtures)

**"Obligor"** means the Parent, a Borrower, a Guarantor or a Chargor (each term as defined in the Facilities Agreement)

**"Parent"** means Southern Cross Healthcare Group PLC a limited liability company incorporated in England and Wales under the Act with registered number 5328138

**"Permitted Disposal"** has the meaning given to it in the Facilities Agreement

**"Permitted Security"** has the meaning given to it in the Facilities Agreement

**"Permitted Transaction"** has the meaning given to it in the Facilities Agreement

**"Principal Deed"** means the debenture dated 29 February 2008 between (1) the Parent and the companies listed in Schedule 1 of the Principal Deed as Chargors and (2) the Security Agent as agent and trustee for the Beneficiaries named in the Principal Deed (each term as defined therein)

**"Receivables"** means all the Charging Company's sums of money receivable by it at any time consisting of or payable under or derived from any Asset described in Clause 4 (Fixed security) of the Accession Deed (as set out in paragraph 2 of this Section 6).

**"Secured Sums"** 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 all or any of the Beneficiaries under (and as defined in) each or any of the Finance Documents, in each case together with

- (a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document, and

# MG01 - continuation page

Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	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

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 9

(b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents

"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 Agent" means Barclays Bank PLC acting as security agent and trustee for the Beneficiaries including any successor appointed by the Beneficiaries pursuant to the Finance Documents

"Security Restriction" means a negative pledge or other restriction on creating first ranking security in favour of the Lenders (as defined in the Facilities Agreement)

"Senior Finance Party" means the Agent, the Security Agent, the Arranger, the Lenders, the Issuing Bank, a Hedge Counterparty and any Ancillary Lender (each term as defined in the Facilities Agreement unless defined in this Form MG01)

"Specified Investments" means, in relation to the Charging Company, all Investments other than any Excluded Shares and the Excluded Investments which at any time

(a) represent a holding in a Subsidiary of the Charging Company or an undertaking which would be its subsidiary undertaking if in section 258(2)(a) of the Act [which, subsequent to the date of the Principal Deed, has been re-enacted by section 1162(2)(a) of the Companies Act 2006, and replaces this reference pursuant to section 1 2(k) of the Principal Deed] "30 per cent or more" were substituted for "a majority",

(b) are held in the name of the Security Agent or its nominee or to its order, or

(c) the Charging Company has deposited certificates for with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its nominee

"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006, and for this purpose if any shares are held by way of security, the person providing that security shall be treated as the member of the relevant company unless and until that security is realised, notwithstanding that the beneficiary of that security (or a nominee of that beneficiary) may be registered as a member of the relevant company



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 3017507  
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF ACCESSION AND  
CHARGE DATED 18 AUGUST 2010 AND CREATED BY SCHOICE  
EUROPE LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM EACH OBLIGOR TO ALL OR ANY OF THE  
BENEFICIARIES 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 27 AUGUST 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 SEPTEMBER  
2010

*DX*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES