

# M

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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

13

4068979

Name of company

\* HPI LIMITED (the "New Chargor")

Date of creation of the charge

19/12/2008

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

Accession Deed to the debenture dated 16 May 2007 <sup>and</sup> between the New Chargor, Audatex (UK)  
Limited and the Collateral Agent (as defined below) (the "Debenture Accession")

Amount secured by the mortgage or charge

See Appendix 1 attached hereto.

For definitions used in this Companies Form No. 395, see Appendix 3 attached hereto.

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

GOLDMAN SACHS CREDIT PARTNERS L.P. of c/o Goldman, Sachs & Co., 30 Hudson Street, 17th  
Floor, Jersey City, NJ 07302, USA as agent and trustee for itself and each of the Secured Parties  
(the "Collateral Agent")

Postcode

Presenter's name address and  
reference (if any) :Latham & Watkins  
99 Bishopsgate, London  
ECFor official Use (02/06)  
Mortgage Section

MONDAY

LD6 22/12/2008 275  
COMPANIES HOUSE

Time critical reference

Short particulars of all the property mortgaged or charged

See Appendix 2 attached hereto.

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legibly, preferably  
in black type, or  
bold block lettering*

Particulars as to commission allowance or discount (note 3)

NIL

Signed

*Cathan and Watkins*

Date

*21/12/2008*

On behalf of ~~[company]~~ [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 are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

**Amount secured by the mortgage or charge**

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*Amount secured by the mortgage or charge:*

The Obligations of each of the Euro Borrowers and any Foreign Guarantor (as each such term not defined herein is defined in the Credit Agreement) under the Credit Agreement, provided that this shall not include any obligation or liability to the extent that, if it were so included, the First Ranking Debenture or any mortgage (or any part of it) granted pursuant to the First Ranking Debenture would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 (the "**Secured Obligations**").

## **Specified Securities**

### **APPENDIX 2 TO COMPANIES FORM NO. 395**

**COMPANY NAME: HPI LIMITED**

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*Short particulars of all the property mortgaged or charged:*

#### **1. CHARGING PROVISIONS**

##### **1.1 Specific Charges**

Subject to Clause 3.4 of the First Ranking Debenture (such Clause being set out herein in paragraph 1.4 below), the New Chargor with full title guarantee and as a continuing security for the payment, performance and discharge of the Secured Obligations has charged in favour of the Collateral Agent (acting as agent and trustee for itself and each of the Secured Parties) (or, if the Collateral Agent so chooses, its nominee) for the benefit of the Secured Parties the following assets, both present and future, from time to time owned by it or in which it has an interest:

- (a) by way of first equitable mortgage, all of its Securities and, if and to the extent not effectively assigned by Clause 7 of the Debenture Accession (such Clause being set out herein in paragraph 1.3 below), all Related Rights;
- (b) by way of first fixed charge:
  - (i) its Intellectual Property, including all fees and royalties derived or to be derived from the Intellectual Property;
  - (ii) its Licences and all deeds and documents from time to time relating to the Collateral;
  - (iii) its goodwill and its uncalled share capital both present and future;
  - (iv) if and to the extent not effectively assigned by Clause 7 of the Debenture Accession (such Clause being set out herein in paragraph 1.3 below) , all of its rights, title and interest in and to (and claims under) the Policies and to any statutory or other compensation monies (including the proceeds of any defective title, restrictive covenant or other indemnity policy or covenant relating to its Property) arising for its benefit for interference with the use and/or enjoyment of its Property or the curtailment of any easement, right or benefit relating thereto and all other compensation monies from time to time received by it in respect of its Property;
  - (v) all of its rights, title and interest in and to all chattels from time to time hired, leased or rented by it to any other person together, in each case, with the benefit of the related hiring, leasing or rental contract and any guarantee,

## Specified Securities

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indemnity or other security for the performance of the obligation of any person under or in respect of such contract;

- (vi) all rights in relation to or under and all benefits of, any covenants for title given or entered into by any of its predecessors in title to its Property, all proceeds of a capital nature in relation to the disposal of its Property, the benefit of any contract for the sale, letting or other disposal of its Property and all present and future options to renew all leases or purchase all reversions (whether or not freehold) from time to time in relation to its Property;
- (vii) the benefit of all of its rights and claims against all lessees from time to time of the whole or any parts of its Property and all guarantors and sureties for the obligations of such lessees and against all persons who are under any obligation to it in respect of any works of design, construction, repair or replacement to, on or about its Property;
- (viii) its Equipment (whether from time to time in or on the Property (and not comprised in the Property) or otherwise) and the benefit of all of its rights and claims against any person in respect of the design, construction, repair or replacement of the same;
- (ix) all of its rights (including against third parties) and benefits in and to the ✓ Receivables, to the extent that they do not fall within any other paragraph of Clause 5 of the Debenture Accession (such Clause being set out herein in this paragraph 1.1);
- (x) all of its rights and benefits in and to the Receivables Accounts and all monies standing to their credit;
- (xi) so far as permitted under the relevant document, its rights, title and interest in and to all contracts, agreements or warranties affecting or in any way relating to the Collateral and the benefit of all related rights and remedies; and
- (xii) any beneficial interest, claim or entitlement it has in any pension fund.

#### 1.2 Floating Charge

The New Chargor with full title guarantee and as a continuing security for the payment, performance and discharge of the Secured Obligations has charged to the Collateral Agent (acting as agent and trustee as aforesaid) for the benefit of the Secured Parties by way of first floating charge all of its undertakings, property, assets and rights, whatsoever and wheresoever, both present and future (save insofar as any of the same shall for the time being

## **Specified Securities**

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be effectively mortgaged or charged by way of first fixed charge under the provisions of Clause 5 of the Debenture Accession (such Clause being set out herein in paragraph 1.1 above) or assigned by way of security under the provisions of Clause 7 of the Debenture Accession (such Clause being set out herein in paragraph 1.3 below)). The floating charge created by the New Chargor pursuant to Clause 6 of the Debenture Accession (such Clause being set out herein in this paragraph 1.2) is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act and paragraph 14 of Schedule B1 to the Insolvency Act shall apply to the Debenture Accession.

#### **1.3 Assignments by way of Security**

Subject to Clause 3.4 of the First Ranking Debenture (such Clause being set out herein in paragraph 1.4 below), the New Chargor with full title guarantee and as a continuing security for the payment, performance and discharge of the Secured Obligations has assigned absolutely (in each case to the fullest extent capable of assignment) by way of security to the Collateral Agent (acting as agent and trustee as aforesaid) for the benefit of the Secured Parties all of its present and future rights, title and interest in and to:

- (a) all of its rights in respect of the Policies (including without limitation any proceeds therefrom);
- (b) the Receivables (to the extent not effectively charged by way of fixed charge pursuant to Clause 5 of the Debenture Accession (such Clause being set out herein in paragraph 1.1 above);
- (c) each Receivables Account maintained by it and any monies from time to time standing to the credit of any such account or any other account maintained with the Collateral Agent into which the proceeds of Receivables are paid (to the extent not effectively charged by way of fixed charge pursuant to Clause 5 of the Debenture Accession (such Clause being set out herein in paragraph 1.1 above));
- (d) the Related Rights; and
- (e) all of its rights in respect of any Contract together with all monies which at any time may be or become payable to it pursuant thereto and the proceeds of any claims, awards and judgments which may at any time be receivable or received by it pursuant thereto.

#### **1.4 Removal of Impediments to Charges and Assignments**

To the extent that:

## **Specified Securities**

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- (a) any right, title or interest described in Clause 5 of the Debenture Accession (such Clause being set out herein in paragraph 1.1 above) is not capable of being charged; or
- (b) any right, title or interest described in Clause 7 of the Debenture Accession (such Clause being set out herein in paragraph 1.3 above) is not capable of assignment,

the New Chargor shall use its reasonable endeavours as soon as reasonably practicable to obtain any relevant consent to such assignment or charge or to otherwise render the same capable of assignment or charge and, pending such interest becoming capable of assignment or charge, the charge purported to be created by Clause 5 of the Debenture Accession (such Clause being set out in paragraph 1.1 above) or the assignment purported to be effected by Clause 7 of the Debenture Accession (such Clause being set out herein in paragraph 1.3 above) (as the case may be) shall, without prejudice to the provisions of Clause 5(b)(ix) of the Debenture Accession (such Clause being set out herein in paragraph 1.1(b)(ix) above) in relation to Receivables, only operate as a charge or an assignment (as the case may be) by way of continuing security of any and all proceeds, damages, compensation, remuneration, profit, rent or income which the New Chargor may derive therefrom or be awarded or entitled to in respect thereof, in each case as continuing security for the payment, discharge and performance of the Secured Obligations. Forthwith upon receipt of the relevant consent, the relevant right, title or interest shall stand charged or assigned to the Collateral Agent under Clause 5 or Clause 7 of the Debenture Accession (such Clauses being set out herein in paragraph 1.1 or paragraph 1.3 above) (as the case may be) and the New Chargor will, if required by the Collateral Agent forthwith execute a valid fixed charge or legal assignment (as the case may be) in such form as the Collateral Agent shall require but on terms no more onerous than the First Ranking Debenture.

## **2. NEGATIVE PLEDGE AND OTHER RESTRICTIONS**

The New Chargor has undertaken in favour of the Collateral Agent (as agent and trustee as aforesaid) that it will not, save as permitted pursuant to the terms of the Credit Documents:

- (a) create, incur, assume or permit to subsist any Lien over all or any part of the Collateral (other than the Security) or any interest therein ranking in priority to, pari passu with or subsequent to the Security, nor enter into any agreement to do any of the same;
- (b) sell, transfer, assign, lease out, lend or otherwise dispose of (whether outright, by a sale and repurchase, sale and leaseback arrangement or otherwise), or grant any rights (whether of pre-emption or otherwise) over, all or any part of the Collateral or any interest therein, nor enter into any agreement to do any of the same (save in the ordinary course of its operations on arm's length terms in the case of the assets of the

## **Specified Securities**

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New Chargor charged by the Debenture Accession by way of floating charge only);  
or

- (c) do or cause or permit to be done anything which may materially depreciate, jeopardise or otherwise materially prejudice the market value or collateral value of any Collateral or the rights of the Collateral Agent under the First Ranking Debenture.

### **3. FURTHER ASSURANCE AND PERFECTION OF SECURITY**

#### **3.1 Further Assurance**

- (a) The New Chargor shall, at its own expense, promptly following request by the Collateral Agent execute and do all such acts, deeds and things (including, without limitation, payment of all stamp duties and registration fees) the Collateral Agent may reasonably require for:
  - (i) perfecting or protecting the security created (or intended to be created) by the Debenture Accession over any Collateral (including for the avoidance of doubt (but following a Declared Default) arranging for any Securities which are in registered form to be registered in the name of the Collateral Agent or a nominee of the Collateral Agent);
  - (ii) after the Security has become enforceable in accordance with the terms of the Debenture Accession, facilitating the realisation of any Collateral or the enforcement of the Security; and
  - (iii) exercising any right, power or discretion exercisable by the Collateral Agent in respect of any Collateral,

including, without limitation, the conversion of equitable security to legal security, the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Collateral Agent or its nominees, and the giving of any notice, order or direction and the making of any registration, which in any case, the Collateral Agent may think necessary.

- (b) The documents referred to in paragraph (a) of Clause 9.1 of the First Ranking Debenture (such Clause being set out herein in paragraph 3.1(a) above) shall be in such form and contain such provisions as the Collateral Agent reasonably requires. The obligations of the New Chargor under paragraph (a) and paragraph (b) of Clause 9.1 of the First Ranking Debenture (such Clauses being set out herein in paragraph 3.1(a) above and this paragraph 3.1(b)) shall be in addition to and not in substitution for the covenants for further assurance deemed to be included in the First Ranking Debenture by virtue of section 1(2) of the Law of Property (Miscellaneous Provisions) Act 1994.



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- (c) The New Chargor shall, whenever requested by the Collateral Agent (acting reasonably) and at the New Chargor's cost, affix to a visible part of such of the Collateral, or endorse or cause to be endorsed on such documents, as the Collateral Agent (acting reasonably) shall in each case stipulate, labels, signs or memoranda in a permanent manner and in such form as the Collateral Agent shall reasonably require (but not so as to impede or restrict the normal use or operation thereof) referring or drawing attention to the Security.
- (d) The New Chargor as registered proprietor shall appoint the Collateral Agent as its agent to apply for the particulars of the First Ranking Debenture and of the Secured Parties' interest in any Intellectual Property to be registered with any relevant registry or other authority, and the New Chargor agrees to promptly do all things and execute all documents and forms required to enable those particulars or interests to be registered with any relevant registry or other authority.

### **3.2 Conversion of Floating Charge**

- (a) Subject to paragraph (e) of Clause 9.2 of the First Ranking Debenture (such Clause being set out herein in paragraph 3.2(e) below), without prejudice to the Security, the Collateral Agent may at any time by notice in writing to the New Chargor convert the floating charge created by it pursuant to Clause 6 of the Debenture Accession (such Clause being set out herein in paragraph 1.2 above) with immediate effect into a fixed charge or legal assignment as regards all or any of the Collateral specified in the notice:
  - (i) at any time after the occurrence of a Declared Default which is not an event described in paragraph (b) of Clause 9.2 of the First Ranking Debenture (such Clause being set out herein in paragraph 3.2(b) below); or
  - (ii) at any time after the Collateral Agent becomes entitled to appoint a Receiver notwithstanding it may elect not to do so or the Security is otherwise enforceable; or
  - (iii) if the Collateral Agent considers (based on reasonably evidence) such Collateral to be in danger of being seized or sold under any form of distress, attachment, execution, diligence or other legal process; or
  - (iv) the Collateral Agent becomes aware or has reason to believe that formal steps have been taken which may lead to the presentation of a petition to appoint an administrator in relation to the New Chargor or to wind up the New Chargor.
- (b) Subject to paragraph (e) of Clause 9.2 of the First Ranking Debenture (such Clause being set out herein in paragraph 3.2(e) below), the floating charge created by the New Chargor pursuant to Clause 6 of the Debenture Accession (such Clause being set out herein in paragraph 1.2 above) will (in addition to the circumstances in which the same will occur

## **Specified Securities**

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under general law) automatically be converted into a fixed charge with immediate effect upon notice from the Collateral Agent to the New Chargor:

- (i) on the convening of any general meeting of the members of the New Chargor for the purposes of considering any resolution for its winding-up, dissolution, compromise, arrangement or reconstruction; or
  - (ii) on the commencement of any legal proceedings (or their renewal after a stay) by the New Chargor or any of its directors or shareholders or other person for its winding-up or the making of an administration order (or any order having the same or similar effect) in relation to it; or
  - (iii) on the making of an order by a competent court or the passing of a resolution for the winding-up, dissolution, administration, compromise, arrangement or reconstruction of the New Chargor or the appointment of any receiver, administrator, administrative receiver or any similar officer in relation to it or any and all of its property, assets or revenues; or
  - (iv) if the New Chargor fails to comply with its obligations under Clause 8 of the First Ranking Debenture (such Clause being set out herein in paragraph 2 above);
  - (v) upon any person taking any formal step with a view to levying distress against any of the Collateral of the New Chargor or any judgment creditor taking any formal step with a view to enforcing against any of the Collateral of the New Chargor a judgment obtained against it whether by a warrant of execution, writ of fieri facias, garnishee order, charging order or otherwise; or
  - (vi) if any other floating charge created by the New Chargor crystallises for any reason.
- (c) The giving by the Collateral Agent of a notice pursuant to Clause 9.2(a) of the First Ranking Debenture (such Clause being set out herein in paragraph 3.2(a) above) in relation to any class of the Collateral shall not be construed as a waiver or abandonment of the Collateral Agent's right to serve similar notices in respect of any other class of the Collateral or its other rights under the First Ranking Debenture or any other Credit Document.
- (d) On the giving by the Collateral Agent of a notice pursuant to Clause 9.2(a) of the First Ranking Debenture (such Clause being set out herein in paragraph 3.2(a) above) or the conversion of a floating charge into a fixed charge pursuant to Clause 9.2(b) of the First Ranking Debenture (such Clause being set out herein in paragraph 3.2(b) above), the New Chargor shall, at its own expense, execute and/or deliver such documents in such form as the Collateral Agent shall reasonably require in order to perfect such fixed charge.

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- (e) The floating charge granted by the New Chargor pursuant to Clause 6 of the Debenture Accession (such Clause being set out herein in paragraph 1.2 above) shall not, either by notice given by the Collateral Agent under paragraph (a) of Clause 9.2 of the First Ranking Debenture (such Clause being set out herein in paragraph 3.2(a) above) or automatically under paragraph (b) of Clause 9.2 of the First Ranking Debenture (such Clause being set out herein in paragraph 3.2 (b) above), be converted into fixed charges over any Collateral or otherwise crystallize solely as a result of:

- (i) the obtaining of a moratorium by the New Chargor; or
- (ii) anything done by the New Chargor with a view to obtaining a moratorium,

in each case under section 1A of and Schedule A1 to the Insolvency Act to the extent they are applicable to the New Chargor.

### **3.3 Security in Jeopardy**

If at any time it shall appear to the Collateral Agent, acting in good faith and acting reasonably, that any of the Collateral is in danger of seizure, distress, attachment, execution, diligence or other legal process, or that the Security shall for any other reason be in jeopardy, the Collateral Agent shall be entitled without notice to the New Chargor to take possession of and hold the same or to appoint a Receiver of such Collateral. The provisions of Clause 11 of the First Ranking Debenture shall govern the appointment, removal and powers of a Receiver appointed under Clause 9.3 of the First Ranking Debenture (such clause being set out herein in this paragraph 3.3) as if it were a Receiver appointed under Clause 11 of the First Ranking Debenture and the New Chargor shall, at its own expense, promptly execute such deeds and other agreements and otherwise take whatever action the Collateral Agent may require in order to enable the Collateral Agent to exercise its rights contained in Clause 3.3 of the First Ranking Debenture (such clause being set out herein in this paragraph 3.3).

## **4. CONTINUING SECURITY**

The Security constituted by the First Ranking Debenture shall be a continuing security and will extend to the ultimate balance of the Secured Obligations notwithstanding any interim or intermediate payment, discharge or settlement of account or other matter whatsoever and is in addition to and shall not merge with or otherwise prejudice or affect (or be prejudiced or affected by) the security constituted by any Lien, guarantee or other assurance now or hereafter held by the Collateral Agent or any right or remedy of the Collateral Agent in respect of the same and shall not be in any way prejudiced or affected by the invalidity thereof, or by the Collateral Agent now or hereafter dealing with, exchanging, releasing, modifying or abstaining from perfecting or enforcing any of the same, or any rights which it may now or hereafter have, or giving time for payment or indulgence or compounding with any other person liable.

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#### **5. SET OFF**

- (a) Any Secured Party may at any time after an Event of Default (as such term is defined in the Credit Agreement) has occurred without giving notice to the New Chargor:
  - (a) set off or otherwise apply sums standing to the credit of the New Chargor's accounts with that Secured Party (irrespective of the terms applicable to those accounts and whether or not those sums are then due for repayment to that Secured Party but not trust accounts); and
  - (b) set off any other obligations (whether or not then due for performance) owed by that Secured Party to the New Chargor, in each case against any liability of the New Chargor to the relevant Secured Party under the Credit Documents.
- (b) A Secured Party may exercise its rights under Clause 5(a) of the First Ranking Debenture (such clause being set out herein at paragraph 5(a) above) notwithstanding that the amounts concerned may be expressed in different currencies and each Secured Party is authorised to effect any necessary conversions at a market rate of exchange selected by it in its absolute discretion.
- (c) If the relevant obligation or liability is unliquidated or unascertained, the Secured Party may set off the amount which it estimates (in good faith) will be the final amount of that obligation or liability once it becomes liquidated or ascertained.

#### **6. POWER OF ATTORNEY**

##### **6.1 Appointment**

The New Chargor, by way of security, has irrevocably appointed the Collateral Agent and the persons deriving title under it and separately any Receiver jointly or severally to be its attorney or attorneys for them (with full power of substitution and delegation) and in the name and on behalf and as its act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and things which may be required following a Declared Default or the failure by the New Chargor to perform any of its obligations (and to the extent the Collateral Agent has reason to believe that the New Chargor is unaware of such failure to perform, the Collateral Agent shall endeavour to notify the New Chargor of such failure) :

- (a) for carrying out any obligations imposed on the New Chargor by or pursuant to the First Ranking Debenture;
- (b) following the occurrence of a Declared Default, for carrying any sale, lease or other dealing whatsoever by the Collateral Agent or Receiver into effect;

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- (c) following the occurrence of a Declared Default, for conveying or transferring any legal estate or other interest in land or any other property whatsoever;
- (d) following the occurrence of a Declared Default, for getting in all or any part of the Collateral; and
- (e) generally for enabling the Collateral Agent and any Receiver to exercise the respective powers, authorities and discretions conferred on them by or pursuant to this Debenture or by law.

The provisions of Clause 15.1 of the First Ranking Debenture (such clause being set out herein in this paragraph 6.1) shall take effect as and by way of variation to the provisions of sections 109(6) and 109(8) of the Act which provisions as so varied and extended shall be deemed incorporated in the First Ranking Debenture as if they related to a receiver of the Collateral and not merely a receiver of the income thereof.

#### **6.2 Ratification**

The New Chargor covenanted with the Collateral Agent and separately with any Receiver that, on request, it will ratify and confirm all security agreements, documents and acts and all transactions entered into by the Collateral Agent or any Receiver (or by the New Chargor at the instance of the Collateral Agent or any Receiver) in the exercise or purported exercise of its or his powers set out in the First Ranking Debenture and the New Chargor irrevocably acknowledged and agreed that the power of attorney contained in Clause 15.1 of the First Ranking Debenture (such Clause being set out herein in paragraph 6.1 above) is given to secure the proprietary interest of, and the performance of obligations owed to, the respective donees within the meaning of the Powers of Attorney Act 1971.

## **Definitions**

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#### *Definitions:*

Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and the following words when used in this Companies Form No. 395 (including these Appendices) shall have the following meanings:

**“Accession Deed”**

means a deed executed by a Guarantor (as such term is defined in the Credit Agreement) incorporated in England and Wales substantially in the form set out in Schedule 9 to the First Ranking Debenture, with those amendments that the Collateral Agent may approve or reasonably require (including any representations, warranties, covenants and undertakings to the extent that the same relate to specific Collateral that the acceding Guarantor incorporated in England and Wales owns or is likely to own, provided that the same are reasonable and customary for the Collateral in question).

**“Act”**

means the Law of Property Act 1925.

**“Collateral”**

means all Equipment, Inventory, Investments, Intellectual Property, Receivables, Receivables Accounts, Policies, Contracts and/or other assets and undertakings of the New Chargor mortgaged, charged or assigned under the First Ranking Debenture and, where the context so admits, each of them and any part thereof and the proceeds of the disposal of the same and all rights, title and interest in and to the same, in each such case as may now or in the future be the subject of the Security.

**“Contracts”**

means all contracts and agreements to which the New Chargor is a party and/or that confer any rights upon the New Chargor including any letters of credit issued in its favour and all bills of exchange and other negotiable instruments held by it.

**“Credit Agreement”**

means the first lien credit and guaranty agreement dated 16 May 2007 and among Audatex North America Inc., Business Services Group Holdings B.V., and Audatex Holdings IV B.V. as borrowers, Audatex Holdings, LLC and the entities named therein as guarantors, the financial institutions named therein as lenders, Goldman Sachs Credit Partners L.P. as lead arranger, syndication agent, joint bookrunner, administrative agent and collateral agent, Citigroup Global Markets, Inc. as joint bookrunner and Citicorp USA, Inc. as documentation agent.

## Definitions

### APPENDIX 3 TO COMPANIES FORM NO. 395

**COMPANY NAME: HPI LIMITED**

**COMPANY NUMBER: 4068979**

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**“Credit Documents”**

means the First Ranking Debenture, the Credit Agreement or such other agreement or document [(or that provision)] as the same may from time to time be amended, varied, supplemented, restated, re-affirmed, extended, novated or replaced [(but excluding for this purpose any amendment, variation, supplement, restatement, re-affirmation, extension, novation or replacement which is contrary to any provision of any Credit Document.

**“Declared Default”**

means an Event of Default (as such term is defined in the Credit Agreement) which has resulted in the Collateral Agent exercising any of its rights under the last paragraph of Section 8 (*Events of Default*) of the Credit Agreement.

**“Equipment”**

means all of the New Chargor's now owned and hereafter acquired machinery and equipment including processing equipment, conveyers, machine tools, data processing and computer equipment, including embedded software, and peripheral equipment and all engineering, processing and manufacturing equipment, office machinery, furniture, material, handling equipment, tools, attachments, accessories, automotive and office equipment, trailers, trucks, forklifts, mould, dies, stamps, motor vehicles, rolling stock and other equipment of every kind and nature, trade fixtures and fixtures not forming a part of real property (which, for the avoidance of doubt, includes a tenant's fixtures and fittings), furnishings, furniture and other tangible personal property (except Inventory), together with all additions and accessories thereto, replacements therefor, all parts therefor, all substitutes for any of the foregoing, fuel therefor and all manuals, drawings, instructions, warranties and rights with respect thereto, and all products and proceeds thereof and condemnation awards and insurance proceeds with respect thereto, in the case of all of the foregoing, wherever they may be located.

**“First Ranking Debenture”**

means the debenture dated 16 May 2007 between, inter alia, Audatex (UK) Limited and the Collateral Agent (as previously supplemented and amended by earlier Accession Deed (if any).

**“Insolvency Act”**

means the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002.

## **Definitions**

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#### **“Intellectual Property”**

means:

- (i) all of the intellectual property set out in Schedule 1 of the Debenture Accession; and
- (ii) all rights in trade marks, service marks, logos, get-up, trade names, internet domain names, rights in any designs, copyright (including computer software), database rights, patents, utility models, topography rights, plant breeders' rights, rights protecting goodwill and reputation, applications for any of the foregoing, and all rights and forms of protection of a similar nature or having equivalent effect to any of the foregoing anywhere in the world, in each case whether registered or unregistered, that are owned by or licensed to the New Chargor (or any nominee of the New Chargor) whether now or at any time in the future; and
- (iii) all rights in confidential information and know how (including inventions, secret formulae and processes, market information, and lists of suppliers and customers) that is in the possession or control of the New Chargor (or any nominee of the New Chargor) whether now or at any time in the future; and
- (iv) all rights to enforce any of the intellectual property rights described in (i) to (iii) above, including, but not limited to, the right to sue for past, present or future infringement.

#### **“Inventory”**

means all of the New Chargor's now owned and hereafter acquired inventory, goods and merchandise, wherever located, to be supplied under any contract of service or held for sale or lease, all raw materials, work-in-progress, finished goods, returned goods and materials and supplies of any kind, nature or description which are or might be used or consumed in its businesses or used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise and other personal property, and all



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documents of title or other documents representing them.

**“Investments”**

means the Securities and the Related Rights.

**“Licences”**

means all licences, consents and authorisations (statutory or otherwise) now or in the future held or acquired by the New Chargor, or held by a nominee of the New Chargor, in connection with any business carried on by it or the use of any of the Collateral.

**“Policies”**

means the policies of insurance in which the New Chargor is interested details of which are specified in Schedule 3 to the Debenture Accession and any other contracts and policies of insurance (other than policies providing for indemnity insurance in respect of any third party liabilities (to include, but not limited to, policies for life assurance, health insurance and personal accidents/travel insurance) and any directors' and officers' insurance) in which it may now or hereafter have an interest.

**“Property”**

means all freehold and leasehold properties and other real property both present and future owned by the New Chargor or in which the New Chargor is otherwise interested, including all buildings and other structures from time to time erected thereon and all fixtures and fittings (trade or otherwise) and fixed plant and machinery from time to time thereon or therein, including, without limitation, the Property specified in Schedule 5 to the Debenture Accession.

**“Receivables”**

means:

- (a) all book debts, both present and future, due or owing to the New Chargor and all other monetary debts and claims, choses in action and other rights and benefits both present and future (including, in each case, the proceeds and all remittances in respect thereof and all damages and dividends in relation thereto) due or owing to the New Chargor and the benefit of all related rights and remedies (including under negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing and liens);

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- (b) all sums, both present and future, due or owing to the New Chargor by way of grant, subsidy or refund by any statutory, legal or governmental body, authority or institution or by any body, authority or institution of the European Union; and
- (c) all payments representing or made in respect of paragraph (a) or (b).

**“Receivables Account”**

means each account of the New Chargor details of which are specified in Schedule 2 to the Debenture Accession (to which Receivables are to be paid or credited) and all other accounts or sub-accounts opened or maintained now or in the future by the New Chargor with any bank, financial institution or other person satisfactory to the Collateral Agent or (following the occurrence of an Event of Default (as such term is defined in the Credit Agreement) that has not been remedied or waived in accordance with the terms of the Credit Agreement) as the Collateral Agent shall specify.

**“Receiver”**

means a receiver and/or manager (including, as the context admits, an administrative receiver) however appointed under or in connection with the First Ranking Debenture.

**“Related Rights”**

means in relation to any of the Securities:

- (a) all assets deriving from such Securities (or any other asset referred to in paragraph (b) below) including all allotments, accretions, offers, rights, dividends, distributions, interest, income, benefits, powers, privileges, authorities, remedies and advantages whatsoever at any time accruing, offered or otherwise derived from or incidental to such Securities (or any other asset referred to in paragraph (b) below); and
- (b) all stocks, shares, rights, money or property accruing or offered at any time whether by way of conversion, consolidation, redemption, bonus, preference, exchange, purchase, subdivision, substitution, option, interest or otherwise in respect thereof.

**“Secured Parties”**

means each Agent, each Lender to the Euro Borrowers and each Lender Counterparty to a Hedge Agreement entered into

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by a Euro Borrower (as each such term not defined herein is defined in the Credit Agreement).

#### **“Securities”**

means all shares, stocks, debentures, debenture stock, bonds, warrants, options, coupons or other securities and investments of any kind whatsoever owned by the New Chargor (including rights to subscribe for, convert into or otherwise acquire the same) whether marketable or otherwise, and all other interests (including loan capital) now or in the future owned by the New Chargor from time to time in any company, firm, consortium or entity wherever situate, including the Securities specified in Schedule 4 to the Debenture Accession.

#### **“Security”**

means the security created by (or purported to be created by) the First Ranking Debenture.



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

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

**COMPANY NO. 4068979  
CHARGE NO. 13**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ACCESSION DEED TO THE  
DEBENTURE DATED 16 MAY 2007 AND DATED 19 DECEMBER  
2008 AND CREATED BY HPI LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE EURO  
BORROWERS AND ANY FOREIGN GUARANTOR TO GOLDMAN  
SACHS CREDIT PARTNERS L.P. 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 22 DECEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 DECEMBER  
2008



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES