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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

395

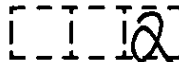
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



05919149

Name of company

* SHL Group Holdings 3 Ltd (the Company)

Date of creation of the charge

27 March 2009

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

A debenture granted by the Company in favour of the Security Trustee (as defined below) (the
Debenture)

Amount secured by the mortgage or charge

All obligations which the Company may at any time have to the Security Trustee or any of the other
Secured Parties (as defined in the Debenture) in respect of any such liabilities under or pursuant to:

(a) a senior facilities agreement dated 13 September 2006 as amended by an amendment letter dated
24 October 2006, amended and restated pursuant to an amendment and restatement agreement
dated 31 January 2007 and as further amended and restated by a deed of amendment and
restatement dated 27 March 2009 between, amongst others, the Company as Holdco, SHL Group
Holdings 4 Ltd as Newco, the Company and SHL Group Holdings 4 Ltd as Borrowers, the companies
listed therein as Guarantors, the financial institutions listed therein as Lenders, CIT Bank Limited as
Issuing Bank and CIT Capital Finance (UK) Limited as Mandated Lead Arranger, Agent and Security
Trustee (the **Senior Facilities Agreement**);

(b) a mezzanine facility agreement dated 13 September 2006 as amended by an amendment letter
dated 24 October 2006, amended and restated pursuant to an amendment and restatement

For continuation see addendum 2/4.

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

CIT Capital Finance (UK) Limited, Peninsular House, 36 Monument Street, London as trustee for itself
and the other persons defined as Secured Parties in the Debenture (the **Security Trustee**).

Postcode EC3R 8LJ

Presenter's name address and
reference (if any):

Norton Rose LLP
3 More London Riverside
London
SE1 2AQ

Time critical reference

EDAV/LN25080/BD#9250259

For official Use (02/06)
Mortgage Section

Post room

MONDAY



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LD2

06/04/2009

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COMPANIES HOUSE

1. The Debenture creates a fixed charge, subject to the existing fixed charges conferred under a debenture dated 13 September 2006 made by the Company in favour of the Security Trustee (the **First Debenture**), over all the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party):

(i) land, interests in land and fixtures;

(ii) plant, machinery and other equipment;

(iii) any account opened or maintained by the Company with the Security Trustee or any other person, excluding the Cash Management Accounts (as defined in the Debenture) and the debt or debts represented thereby (the **Accounts**);

(iv) the net balance standing to the credit of the Cash Management Accounts determined by HSBC Bank Plc, as remaining after:

(a) the exercise by HSBC Bank Plc of all of its rights under the HSBC Priority Pooling and Cash

For continuation see addendum 4/4.

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed Norton Rose LLP

Date 6 April 2009

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ (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

Name of company

*insert full name
of Company

* SHL Group Holdings 3 Ltd (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)

agreement dated 31 January 2007 and as further amended and restated by a deed of amendment and restatement dated 27 March 2009 between, amongst others, the Company as Holdco and Borrower, the parties listed therein as Guarantors, the financial institutions listed therein as Lenders and CIT Capital Finance (UK) Limited as Mandated Lead Arranger, Agent and Security Trustee (the **Mezzanine Facility Agreement**);

(c) any document defined as a Finance Document in the Senior Facilities Agreement or in the Mezzanine Facility Agreement and any other document designated a finance document by the Company and the Security Trustee (as Agent) (the **Finance Documents**);

(d) any document defined as an FX Provider Finance Document in the Senior Facilities Agreement (the **FX Provider Finance Documents**);

(e) any document defined as an HSBC Post Effective Date Finance Document in an intercreditor agreement dated 13 September 2006, as amended and restated on 31 January 2007 and on 27 March 2009 between, amongst others, the parties to the Senior Facilities Agreement and the Mezzanine Facility Agreement (the **HSBC Post Effective Date Finance Documents**);

(f) any document defined as a Second Transaction Security Document in the Senior Facilities Agreement (the **Second Transaction Security Documents**) including the Debenture; and

(g) any mortgage or legal charge in respect of all or any part of any land, interests in land, fixtures, plant, machinery and other equipment of the Company (a **Mortgage**)

including any liability in respect of any further advances made under the Finance Documents, the FX Provider Finance Documents and the HSBC Post Effective Date Finance Documents, whether present, future, actual or contingent.

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)

Concentration Arrangement (as defined in the Debenture) in respect of the Cash Management Accounts, including its rights to set-off, make demands and enforce; or

(b) the operation of all applicable insolvency laws;

(v) intellectual property of all kinds;

(vi) goodwill and uncalled capital of the Company;

(vii) all shares held by the Company at any time including dividends, interest and other monies payable in respect of such

Name of company

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* SHL Group Holdings 3 Ltd (the Company)

shares;

(viii) debt and equity securities and other investments including the 1,811,767 ordinary shares of £1 each owned by the Company in SHL Group Holdings 4 Ltd;

(ix) all monetary claims of any kind other than any claims which are otherwise subject to a fixed charge or assignment pursuant to the Debenture; and

(x) certain material contracts,

in each case, together with all associated rights.

2. It creates, subject to the First Debenture, an assignment of all the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to such assignment from any third party):

(i) the proceeds of any policy of insurance in which the Company may from time to time have an interest;

(ii) all rights and claims in relation to any Account (excluding the Cash Management Accounts) which may be identified by the Security Trustee as an Assigned Account (as defined in the Debenture) maintained by the Company;

(iii) certain material contracts,

in each case, together with all associated rights.

3. It creates a floating charge, ranking as a floating charge behind only the floating charges created by the First Debenture, over all the Company's present and future assets and undertakings excluding the Cash Management Accounts.

4. The Senior Facilities Agreement and the Mezzanine Facility Agreement contain a negative undertaking by the Company that no security interest of any kind or any similar arrangement will exist over any of its assets except for certain limited permitted security interests described in the Senior Facilities Agreement and the Mezzanine Facility Agreement respectively.

5. The Senior Facilities Agreement and the Mezzanine Facility Agreement contain a negative undertaking by the Company that it shall not, in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness (as defined in the Senior Facilities Agreement and the Mezzanine Facility Agreement);

(i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor (as defined in the Senior Facilities Agreement and the Mezzanine Facility Agreement) or any other member of the Group (as defined in the Senior Facilities Agreement and the Mezzanine Facility Agreement);

(ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms;

(iii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set off or made subject to a combination of accounts; or

(iv) enter into any preferential arrangement having similar effect,

except for certain limited permitted transactions described in the Senior Facilities Agreement and the Mezzanine Facility Agreement.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5919149
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 27 MARCH
2009 AND CREATED BY SHL GROUP HOLDINGS 3 LTD FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO CIT CAPITAL FINANCE (UK) LIMITED AS
TRUSTEE FOR ITSELF AND THE OTHER PERSONS (THE
SECURITY TRUSTEE) OR ANY OF THE OTHER SECURED
PARTIES 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
6 APRIL 2009**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 APRIL 2009



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**