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COMPANIES FORM No. 395

Particulars of a mortgage or charge

141752/13
395

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

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[13]

02073305

Name of company

* ALEXANDER MANN SOLUTIONS LIMITED (the "Pledgor")

Date of creation of the charge

29 May 2008

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

SHARE PLEDGE AGREEMENT (the "Agreement")

Amount secured by the mortgage or charge

on any
account
(D)

All present, future, actual and contingent obligations which are owed or become owing by any of the Senior Obligors and/or the Mezzanine Obligors to the Pledgee or any successor or assign of the Pledgee (irrespective of whether the rights related to such obligations have been acquired as a result of an assignment of rights (Abtretung), an assumption of rights and obligations under a contract (Vertragsubernahme) or otherwise), as far as such obligations result or may result in the future

(1) from the Senior Facilities Agreement (including the obligations arising under the Parallel Debt),

continued on Addendum 2/4

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

HSBC BANK PLC (the "Pledgee") of 8 Canada Square, London

Postcode E14 5HQ

Presenter's name address and
reference (if any)

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

113920 120110 19568976

Time critical reference

For official Use
Mortgage Section

TUESDAY



A04 *AV7Q20GK* 324
10/06/2008
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1. PLEDGE

(a) The Pledgor is the sole shareholder of Alexander Mann Solutions GmbH, a limited liability company duly organised and validly existing under the laws of Germany, having its registered office at An der Welle 4, 60322 Frankfurt/Main, Germany, and registered with the commercial register (Handelsregister) at the local court (Amtsgericht) of Frankfurt/Main under HRB 74198 (after 29 May 2008 referred to as the "Company") The share capital of the Company amounts to €25,000. The only share in the nominal amount of €25,000 in the Company is held by the Pledgor

(b) The Pledgor granted to the Pledgee a first priority ranking pledge (Pfandrecht) over

(1) all of its shares in the Company (after 29 May 2008 the "Shares"), and

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed DWA P. UH LLP

Date 09/06/08

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 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

* ALEXANDER MANN SOLUTIONS LIMITED (the "Pledgor")

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)

(11) from any future financing arrangement made among the Pledgee and the Company by which the Senior Facilities Agreement and/or the Mezzanine Facility Agreement is or will become amended, restated, modified, supplemented, rescheduled or replaced,

(111) from the Mezzanine Facility Agreement (including the obligations arising under the Parallel Debt),

(1v) from the Intercreditor Agreement,

(collectively referred to as the "Secured Obligations")

The Secured Obligations shall include in particular any claims for the payment of principal, interest, costs, fees, expenses, indemnity claims or damages based on contract, unjust enrichment (ungerechtfertigte Bereicherung) or tort (Delikt), as well as any claims arising from the insolvency administrator's choice to fulfil mutual agreements according to § 103 German insolvency code (Insolvenzordnung)

Section 1210 para 1 sentence 2 German Civil Code (Bürgerliches Gesetzbuch) excluded

"Intercreditor Agreement" means an intercreditor agreement dated 5 December 2007 as amended and restated by an amendment and restatement agreement dated 21 February 2008 and made between, amongst others, (1) the Pledgee as senior agent, security agent, original ancillary lender, original issuing bank, mezzanine agent, guarantee bank, original hedge counterparty, original senior lender and original mezzanine lender (2) Rosaleen Blair, Graphite Capital Founder Partners VII, Graphite Capital Partners VII "A", Graphite Capital Partners VII "B", Graphite Capital Partners VII "C", Graphite Capital Partners VII "D", Graphite Capital Partners VII Top Up Fund, Steve Leach, Jerry Collier, David Spence, David Heath, Vanessa Byrnes, Viqar Khan, Martin Ellison, Jo-Ann Feely, Mark Jones, Nick Greenston, Clodagh Bannigan, Peter Wiedemann and Matthew Rodger as original investors, (3) Newincco 780 Limited as parent, and (4) Newincco 780 Limited, Newincco 781 Limited, Alexander Mann Group Limited, Alexander Mann Solutions Limited, Amicus Limited as original obligors, intra-group creditors and intra-group debtors, the parties thereto entered into certain priority and subordination arrangements, and made between, amongst others, (1) Newincco 780 Limited as Parent, (2) the Pledgee and Barclays Bank PLC as arrangers and (3) the Pledgee as agent, security agent, original lender and original issuing bank,

"Mezzanine Facility Agreement" means a mezzanine facility agreement dated 21 February 2008 as amended by an amendment agreement dated on or about 29 May 2008 and made between, amongst others, (1) Newincco 780 Limited as Parent and (2) the Pledgee as arranger, agent, security agent and guarantee bank, as amended, restated, modified and/or supplemented from time to time,

"Mezzanine Obligors" means the Mezzanine Borrower and the Mezzanine Guarantors (each as defined in the Agreement),

"Parallel Debts" means the terms of the Senior Facilities Agreement and the Mezzanine

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Facility Agreement providing for a separate and independent obligation of any obligor under the Senior Facilities Agreement and the Mezzanine Facility Agreement to pay to the Pledgee (acting as security agent under the Senior Facilities Agreement and the Mezzanine Facility Agreement) an amount which will be equal at any time to the aggregate of all amounts owed at the time by that obligor under the Senior Facilities Agreement and/or the Mezzanine Facility Agreement or certain related documents to any lender under the Senior Facilities Agreement and/or the Mezzanine Facility Agreement and to certain other parties to those agreements,

"**Senior Facilities Agreement**" means a senior sterling facilities agreement dated 5 December 2007, as amended and restated by an amendment and restatement agreement dated 21 February 2008 and as further amended by an amendment agreement dated on or about 29 May 2008 and made between, amongst others, (1) Newincco 780 Limited as Parent, (2) the Pledgee and Barclays Bank PLC as arrangers and (3) the Pledgee as agent, security agent, original lender and original issuing bank, as amended, restated, modified and/or supplemented from time to time,

"**Senior Obligors**" means the Senior Guarantors and the Senior Borrowers (each term as defined in the Agreement)

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)

(11) all additional future shares in the Company the Pledgor may acquire after the notarisation of the Agreement in the event of any increase of the stated share capital of the Company, a share transfer or otherwise (after 29 May 2008 the "**Future Shares**")

The Shares and the Future Shares together with all ancillary rights and claims referred to under clause 2 (Dividends) under the Agreement are after 29 May 2008 collectively referred to as the "**Pledged Shares**"

The Pledgee accepted these pledges

(c) For the avoidance of doubt, the parties agreed that nothing shall prevent the Pledged Shares or a part thereof from being transferred by operation of law to any successor or assign of all or part of the rights related to the Secured Obligations (as defined in clause 3 (Security Purpose) of the Agreement), irrespective of whether the right related to the Secured Obligations have been acquired as a result of an assignment of rights (Abtretung), an assumption of rights and obligations under a contract (Vertragsübernahme) or otherwise



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2073305
CHARGE NO. 13**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SHARE PLEDGE AGREEMENT
DATED 29 MAY 2008 AND CREATED BY ALEXANDER MANN
SOLUTIONS LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE BY ANY OF THE SENIOR OBLIGORS AND/OR
THE MEZZANINE OBLIGORS TO THE PLEDGEE OR ANY
SUCCESSOR OR ASSIGN OF THE PLEDGEE 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 10 JUNE 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 JUNE 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES