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legibly, preferably
in black type, or
bold block lettering

* insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

		6
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05271236

Name of company

* SENAD HOLDINGS LIMITED (the "Chargor")

Date of creation of the charge

26 September 2008

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

Supplemental Debenture dated 26 September 2008 and entered into, amongst others, the Chargor and the Security Trustee (as defined below) (the "Charge")

Amount secured by the mortgage or charge

Please see Appendix 1 attached hereto

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

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

Credit Suisse, London Branch of One Cabot Square, London as security trustee

(the "Security Trustee")

Postcode E14 4QJ

Presenter's name address and
reference (if any)

Latham & Watkins, 99
Bishopsgate, London EC2M 3XF
FAO C Aebischer

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

TUESDAY



LGS663Y6

LD4

14/10/2008

4

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see Appendix 2 attached hereto

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

Particulars as to commission allowance or discount (note 3)

NIL

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

Signed Latham & Watkins

Date 14 October 2008

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

† 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 situated 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.

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Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Charging Companies (or any of them) to the Security Trustee under or pursuant to any Finance Document to which the Charging Company is a party (including all monies covenanted to be paid under the Debenture), provided that no obligation or liability shall be included to the extent that, if it were so included, the Debenture (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 Companies Act 1985 (the “**Secured Obligations**”)

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Short particulars of all the property mortgaged or charged

1. GRANT OF SECURITY

1.1 Nature of security

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

- (a) in favour of the Security Trustee,
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and
- (c) as continuing security for payment, discharge and performance of all of the Secured Obligations only

1.2 Qualifying floating charge

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

2. FIXED SECURITY

Fixed Charges

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

- (a) by way of first legal mortgage the Property specified in Part 1 of Schedule 2 (*Details of Security Assets*) of the Debenture (as set out in Appendix 4 of this Form 395), and
- (b) by way of first fixed charge
 - (i) all other Property and all interests in Property (not charged by clause 4 1(a) of the Debenture (as set out in paragraph 2 1(a) above)) acquired by the Chargor after the date of the Debenture, and
 - (ii) all licences to enter upon or use any Property and the benefit of all other agreements relating to any Property;
- (c) by way of first fixed charge all plant and machinery (not charged under clause 4 1(a) or 4 1(b) of the Debenture (as set out in paragraphs 2 1(a) and 2 1(b))

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above)) and the benefit of all contracts, licences and warranties relating to the same,

(d) by way of first fixed charge

(i) all computers, vehicles, office equipment and other equipment (not charged by clause 4 1(c) of the Debenture (as set out in paragraph 2 1(c) above)), and

(ii) the benefit of all contracts, licences and warranties relating to the same,

(other than any which is for the time being part of the Chargor's stock-in-trade or work-in-process),

(e) by way of first fixed charge

(i) all the Charged Securities referred to in Part 3 of Schedule 2 (*Details of Security Assets*) of the Debenture (as set out in Appendix 5 to this Form 395),

(ii) all other Charged Securities (not charged by clause 4 1(e)(i) of the Debenture (as set out in paragraph 2 1(e)(i) above)),

in each case, together with all Related Rights from time to time accruing to those Charged Securities,

(f) by way of first fixed charge

(i) all monies at any time standing to the credit of each Security Account, Mandatory Prepayment Account and Holding Account, and

(ii) all monies standing to the credit of the Chargor from time to time on any and all accounts with any bank, financial institution or other person not otherwise charged by clause 4 1(f)(i) of the Debenture (as set out in paragraph 2 1(f)(i) above)),

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing,

(g) by way of first fixed charge

(i) the Intellectual Property (if any) specified in Part 4 of Schedule 2 (*Details of Security Assets*) of the Debenture (as set out in Appendix 6 to this Form 395), and

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- (ii) all other Intellectual Property (if any) (not charged by clause 4 1(g)(i) of the Debenture (as set out in paragraph 2 1(g)(i) above)),
- (h) to the extent that any of the Assigned Assets are not effectively assigned under clause 4 2 (*Security assignments*) of the Debenture (as set out in paragraph 2 2 of this Appendix 2), by way of first fixed charge those Assigned Assets,
- (i) by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture),
 - (i) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Chargor or the use of any of its assets, and
 - (ii) any letter of credit issued in favour of the Chargor and all bills of exchange and other negotiable instruments held by it, and
 - (iii) any chose in action, and any claims now and in the future belonging to the Chargor, and
- (j) by way of first fixed charge all of the goodwill and uncalled capital of the Chargor

Security assignments

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

- (a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from the Relevant Contracts,
- (b) the Insurances, all claims under the insurances and all proceeds of the Insurances,
- (c) the Treasury Transactions, all rights and remedies in connection with the Treasury Transactions and all proceeds and claims arising from the Treasury Transactions, and
- (d) all other Receivables (not otherwise assigned under clause 4 2(a), 4 2 (b) or 4 2(c) of the Debenture (as set out in paragraphs 2 2(a), 2 2(b) and 2 2(c) above))

To the extent that any Assigned Asset described in clause 4 2 of the Debenture (as set out in this paragraph 2 2) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Chargor to any proceeds of the insurances

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3. FLOATING CHARGE

- 3.1 The Chargor has charged and agreed to charge by way of first floating charge all of its present and future assets and undertaking (wherever located) which are not effectively charged by way of first legal mortgage or first fixed charge or assigned pursuant to the provisions of clause 4.1 (*Fixed charges*) of the Debenture (as set out in paragraph 2.1 of this Appendix 2), clause 4.2 (*Security assignments*) of the Debenture (as set out in paragraph 2.2 of this Appendix 2) or any other provision of the Debenture

4. CONVERSION OF FLOATING CHARGE

Conversion by notice

- 4.1 The Security Trustee may convert the floating charge created under the Debenture into a fixed charge as regards all or any of the assets, other than the assets referred to in clause 4.5 of the Debenture, of the Chargor if

- (a) a Declared Default has occurred, or
- (b) the Security Trustee (acting reasonably) considers any Security Assets (whether or not those specified in the notice) to be in danger of being seized or sold or subject to any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy

Automatic conversion

- 4.2 The floating charge, other than the assets referred to in clause 4.5 of the Debenture, created under the Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge,

- (a) in relation to any Security Asset which is subject to a floating charge if
 - (i) the Chargor creates (or attempts or purports to create) any Security (other than Permitted Security) on or over the relevant Security Asset without the prior consent in writing of the Security Trustee, or
 - (ii) any third party levies or attempts to levy any set off, distress, execution, attachment or other legal process against any such Security Asset, and
- (b) over all the Security Assets of the Chargor which are subject to a floating charge if an administrator is appointed in respect of the Chargor

Partial conversion

- 4.3 The giving of a notice by the Security Trustee pursuant to clause 6.1 (*Conversion by notice*) of the Debenture (as set out in paragraph 4.1 above) in relation to any class of assets of the Chargor shall not be construed as a waiver or abandonment of the rights of

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the Security Trustee to serve similar notices in respect of any other class of assets or of any of the other rights of the Security Trustee

5. CONTINUING SECURITY

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

6. UNDERTAKINGS BY THE CHARGING COMPANIES

Restrictions on dealing

6.1 Save as permitted under the Finance Documents the Chargor will do or agree to do any of the following without the prior written consent of the Security Trustee

- (a) create or permit to subsist any Security on any of the Security Assets, or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not), the whole or any part of its interest in any Security Asset

7. FURTHER ASSURANCES

Further Action

7.1 The Chargor shall, at its own expense, promptly following request by the Security Trustee or Receiver take whatever action the Security Trustee or a Receiver may require for

- (a) creating, perfecting or protecting the Security intended to be created by the Debenture, and
- (b) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by the Security Trustee or any Receiver or any of its or their delegates or sub-delegates in respect of any Security Asset,

including the execution of any transfer, conveyance, assignment or assurance of any relevant property whether to the Security Trustee or to its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case, the Security Trustee (acting reasonably) may think expedient

8. POWER OF ATTORNEY

The Chargor, by way of security, has irrevocably and severally appointed the Security Trustee, and every Receiver and any person nominated for the purpose by the Security

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Trustee or any Receiver (in writing under hand signed by an officer of the Security Trustee or any Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to

- (a) sign or execute (using the company seal where appropriate) any document, or take any action, in each case which the Chargor is obliged to sign, execute or take under the Debenture and had failed to do (including under clause 20 (*Further assurances*) of the Debenture [as set out in paragraph 7 above]), and
- (b) following the occurrence of a Declared Default do all such acts or things as may be required by the Security Trustee or any Receiver under the Debenture or in the exercise of any of their powers

The Chargor ratifies and confirms whatever any attorney does or purports to do in relation to the Chargor pursuant to its appointment under this clause

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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

- | | |
|--------------------------------------|--|
| “Additional Borrower” | means a company which becomes a Borrower in accordance with Clause 27 (<i>Changes to the Obligors</i>) of the Bridge Facilities Agreement |
| “Additional Guarantor” | means a company which becomes a Guarantor in accordance with Clause 27 (<i>Changes to the Obligors</i>) of the Bridge Facilities Agreement |
| “Agent” | means Credit Suisse, London Branch |
| “Assigned Assets” | means the assets expressed to be assigned pursuant to clause 4.2 (<i>Security assignments</i>) of the Debenture (as set out in paragraph 2.2 of Appendix 2 of this Form 395) |
| “Borrower” | means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 27 (<i>Changes to Obligors</i>) of the Bridge Facilities Agreement |
| “Bridge Facilities Agreement” | means the bridge facilities agreement dated 30 June 2006 made between, among others, the Chargor as borrower and the Security Trustee as agent, arranger and security trustee, [as the same may from time to time been amended, varied, supplemented or restated] |
| “Business Days” | means a day (other than a Saturday or Sunday) on which banks are open for general business in London |
| “Charging Companies” | means the Initial Charging Companies and any company which accedes to the terms of the Debenture pursuant to the terms of a duly executed Deed of Accession |
| “Charged Securities” | means <ul style="list-style-type: none">(a) the securities specified in Part 3 of Schedule 2 (<i>Details of Security Assets</i>) of the Debenture (as set out in Appendix 5 to this Form 395), and(b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or “investments” (as defined in part II of schedule II to the Financial Services and Markets Act 2000 in force at the date of the Debenture) now or |

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in future owned (legally or beneficially) by the Chargor, held by any nominee on its behalf or in which the Chargor has an interest at any time

“Company” means Senad Investments Limited, a company incorporated under the laws of England (company number 05843085)

“Declared Default” means an Event of Default in respect of which a notice has been given by the Agent to the Parent and which is continuing (for these purposes an Event of Default is “continuing” if it has not been remedied or waived)

“Deed of Accession” means a deed of accession to the Debenture in substantially the form set out in Schedule 6 (*Deed of Accession*) to the Debenture or such form as the Security Trustee may reasonably require

“Event of Default” means any event or circumstances specified as such in Clause 25 (*Events of Default*) of the Bridge Facilities Agreement

“Finance Document” means the Bridge Facilities Agreement, the Mandate Letter, any Accession Letter, any Compliance Certificate, the Fee Letter, the Hedging Agreement, the Intercreditor Deed, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a “Finance Document” by the Agent and the Parent (where each such term not defined herein shall have the meaning given to it in the Bridge Facilities Agreement)

“Group” means the Parent and each of its Subsidiaries for the time being

“Guarantor” means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 27 (*Changes to the Obligors*) of the Bridge Facilities Agreement

“Holding Account” means an account

- (a) held in London by a member of the Group with the Agent or Security Trustee,
- (b) identified in a mandate letter between the Parent and the Agent as a Holding Account, and
- (c) subject to Security in favour of the Security Trustee

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which Security is in form and substance satisfactory to the Security Trustee,

(as the same may be redesignated, substituted or replaced from time to time)

“Intellectual Property”

means

- (a) any patents, trade marks, service marks, designs, business name, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of each Obligor

“Initial Charging Companies”

means the companies listed in Schedule 1 of the Debenture (as set out in Appendix 8 to this Form 395)

“Insurances”

means all policies of insurances (and all cover notes) which are at any time held by or written in favor of the Chargor, or in which the Chargor from time to time has an interest but only to the extent that the proceeds of payout in respect of each such policy would be subject to clause 8 2(b) of the Bridge Facilities Agreement

“Long Lease”

means a lease for a term in excess of 51 years granted to an Obligor at a premium or reserving a rent of some nominal amount or peppercorn

“Mandatory Prepayment Account”

means an interest-bearing account

- (a) held in London by a Borrower with a bank or financial institution approved by the Agent or Security Trustee (each acting reasonably),
- (b) identified in a mandate letter between the Parent and the Agent as a Mandatory Prepayment Account,
- (c) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Agent and Security Trustee, and
- (d) from which no withdrawals may be made by any members of the Group except as contemplated by the

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Bridge Facilities Agreement,

(as the same may be redesignated, substituted or replaced from time to time)

“Obligor”

means a Borrower or Guarantor

“Original Borrower”

means Senad Investments Limited, a company incorporated under the laws of England (company number 05843085)

“Original Guarantor”

means Senad Investments Limited, a company incorporated under the laws of England (company number 05843085)

“Parent”

means Senad Investments Limited, a company incorporated under the laws of England (company number 05843085)

“Permitted Security”

means all or any of

- (a) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any member of the Group,
- (b) any Security contemplated by the Finance Documents;
- (c) any netting or set-off arrangement entered into by any member of the Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of member of the Group but only so long as (i) such arrangement does not permit credit balances of Obligors to be netted or set off against debit balances of members of the Group which are not Obligors and (ii) such arrangement does not give rise to other Security over the assets of Obligors in support of liabilities of members of the Group which are not Obligors except, in the case of (i) and (ii) above, to the extent such netting, set-off or Security relates to, or is granted in support of, a loan permitted pursuant to paragraph (g) of the definition of “Permitted Loan” in the Bridge Facilities Agreement,
- (d) any Security or Quasi Security over or affecting any asset acquired by a member of the Group after the Closing Date if
 - (i) the Security or Quasi-Security was not created in contemplation of the acquisition of that asset

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by a member of the Group,

- (ii) the principal amount secured has not been increased in contemplation of or since the acquisition of that asset by a member of the Group, and
 - (iii) the Security or Quasi-Security is removed or discharge within 4 months of the date of acquisition of such asset,
- (e) any Security or Quasi-Security over or affecting any asset or any company which becomes a member of the Group after the Closing Date, where the Security or Quasi-Security is created prior to the date on which that company becomes a member of the Group if
- (i) the Security or Quasi-Security was not created in contemplation of the acquisition of that company,
 - (ii) the principal amount secured has not increased in contemplation of or since the acquisition of that company, and
 - (iii) the Security and Quasi-Security is removed or discharged within 4 months of that company becoming a member of the Group
- (f) any Security arising under the retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group,
- (g) any Security or Quasi-Security (existing as at the date of the Bridge Facilities Agreement) over assets of any member of the Target Group so long as the Security or Quasi-Security is irrevocably removed or discharged by no later than the Closing Date,
- (h) any Quasi-Security arising as a result of a disposal which is a Permitted Disposal,
- (i) any Security or Quasi-Security arising as a consequence

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of any finance or capital lease permitted pursuant to paragraph (f) of the definition of "Permitted Financial Indebtedness",

- (j) any Security securing indebtedness the outstanding principal amount of which (when aggregated with the outstanding principal amount of any other indebtedness which has the benefit of Security given by any member of the Group other than any permitted under paragraphs (a) to (i) above and (k) to (o) below does not exceed £25,000 (or is equivalent in other currencies),
- (k) limited recourse security over cash deposited with HSBC Bank plc as security for the Vendor Notes,
- (l) any security granted by a member of the Group in connection with the performance by another member of the Group of its obligations under a Staff Lease or other lease provided pursuant to Clause 24 (*Property Undertakings*) of the Debenture,
- (m) any title encumbrance affecting any of the Properties (save for any existing title encumbrance as referred to in the Legal Due Diligence Reports) or the Report on Title,
- (n) any rent deposit entered into in the ordinary course of business and on standard terms in favour of any lessor under or pursuant to any lease entered into by any Obligor, and
- (o) any Security or Quasi-Security constituted by any arrangement referred to in paragraph (g) of the definition of "Permitted Financial Indebtedness" in the Bridge Facilities Agreement,

(where each such term not defined herein shall have the meaning given to it in the Bridge Facility Agreement)

"Property"

means all estates and interests in freehold and other immovable property held in a Long Lease (wherever situated) at the date of the Debenture, or at any time thereafter, belonging to the Chargor, or in which the Chargor has an interest at any time including the registered and unregistered land (if any) in England and Wales specified in Part 1 of Schedule 2 (*Details of Security Assets*) of the Debenture (as set out in Appendix 4 to

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this Form 395) together with

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon,
- (b) all easements, rights and agreements in of (a) above,
- (c) all proceeds of sale of that property, and
- (d) the benefit of all covenants given in respect thereof,

but shall exclude all Short Term Leases

“Quasi-Security”

means has the meaning given to that term in Clause 23 14 (*Negative Pledge*) of the Bridge Facilities Agreement

“Receivables”

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

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

“Receiver”

means any receiver, or receiver and manager or administrative receiver or administrator of the whole or any part of the Charged Property (where each such term not defined herein shall have the meaning given to it in the Bridge Facilities Agreement)

“Related Rights”

means in relation to any Charged Securities

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Securities or any asset referred to in paragraph (b) below, and
- (b) all rights, monies or property accruing or offered at any time in relation to the Charged Securities whether by way of redemption, substitution, exchange, bonus or

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preference, under option rights or otherwise

“Relevant Contract”

means each of the agreements specified in Part 5 of Schedule 2 (*Details of Security Assets*) of the Debenture (as set out in Appendix 7 of this Form 395) together with each other agreement supplementing or amending or novating or replacing the same

“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 Account”

has the meaning given to that term in clause 10 10(b) of the Debenture

“Security Asset”

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

“Short Term Lease”

means all leases and licences which do not fall into the definition of Long Leases and shall include all agreements to grant the same

“Subsidiary”

means a subsidiary within the meaning of section 736 of the Companies Act 1985

“Treasury Transactions”

means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price

APPENDIX 4 TO COMPANIES FORM NO. 395**COMPANY NAME: SENAD HOLDINGS LIMITED****COMPANY NUMBER: 05271236****Page 1 of 2****Property**

Property	Address	Title No	Freehold/ Leasehold
Abbey Lodge	1 Meadow Road Burton on Trent DE13 0AD	SF399934	Freehold
Alderwasley Hall Scholl	Alderwasley Hall School Higg Lane, Alderwasley, Belper, Derbyshire, DE56 2SR	DY368151 and part of the unregistered land comprised in the conveyance of 17/12/1954 between the Reverend John James (1) and the Right Reverend James Corbett Gleeson Abbot of Belmont and Others (the Trustees) (2)	Freehold
Aran Hall School	Aran Park, Rhydyman, Dolgellau, Gwynedd LL40 2AR	WA669533	Freehold
Bladon House School	Bladon House School, Newton, Solney, Burton-Upon-Trent, Staffordshire, DE15 0TA	DY366986	Freehold
Callow Park School	Callow Park School, Derby Road, Wirksworth, DE4 4BN	DY358580	Freehold
Cavendish House	Cavendish House, 24/26 Bank Road, Matlock, DE4 3NF	DY214809	Freehold
Fairfield House	Bleathwood, Nr Ludlow, Shropshire, SY84 4LF	HE12627/26802	
Mitchells	195 Ashby Road, Burton on Trent, DE15 0L13	SF345756	Freehold
Orchard End	Orchard End, Amber Row, Wellington, Herefordshire, HR9 8AL	HE14656	Freehold
Orchard School	Orchard School, Middleton, Welshpool, Powys ST21 8En	SL 52336	Freehold
The Old Bothy		DY358959 and part of the unregistered land comprised in the conveyance of 17/12/1954 between the Reverend John James (1) and the Right Reverend James Corbett Gleeson Abbott of Belmont and Others (the Trustees) (2)	Freehold

APPENDIX 4 TO COMPANIES FORM NO. 395**COMPANY NAME: SENAD HOLDINGS LIMITED****COMPANY NUMBER: 05271236****Page 2 of 2**

Property	Address	Title No	Freehold/ Leasehold
Pegasus School	Caldwell Hall, Main Street, Caldwell, Derbyshire, DE12 6RS	DY358610	Freehold
Rowden House School & Winslow Court	Rowden House School, Rowden, Bromyard, Herefordshire, HR7 4LS	HW124265	Freehold
Sheldon House	25 Church Street, Oadby, Leicestershire, LE2 5DB	LT142015	Freehold
Tregynon Hall School	Cefngwyddfod, Tregynon, Newton, Powys SY16 3PG	WA463017	Freehold
The Grange	The Grange, Hospital Lane, Mickleover		Leasehold
Abbey Lodge	Part of 1 Meadow Road, Burton-on-Trent, DE13 0AD	SF410757	Freehold
Callow Park School	Part of Callow Park School, Derby Road, Wirksworth, DE4 4BN	DY376795	Freehold
Tregynon Hall School	Part of Cefngwyddfod, Tregynon, Newton, Powys SY16 3PG	WA719439, WA441092	Freehold

APPENDIX 5 TO COMPANIES FORM NO. 395

COMPANY NAME: SENAD HOLDINGS LIMITED

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Charged Securities

The entire issued share capital of each member of the Group other than the Company

APPENDIX 6 TO COMPANIES FORM NO. 395

COMPANY NAME: SENAD HOLDINGS LIMITED

COMPANY NUMBER: 05271236

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Intellectual Property

None

APPENDIX 7 TO COMPANIES FORM NO. 395

COMPANY NAME: SENAD HOLDINGS LIMITED

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Relevant Contracts

The Acquisition Agreement

The Shareholders Agreement

APPENDIX 8 TO COMPANIES FORM NO. 395

COMPANY NAME: SENAD HOLDINGS LIMITED

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Initial Charging Companies

Name of Initial Charging Company	Registration Number (or equivalent, if any)
Senad Investments Limited	05843085
Senad Holdings Limited	05271236
Hanson Line Limited	03925887
Aran Hall School Limited	02651088
Tregynon Hall Limited	02306450
Orchard School Limited	05628365
Orchard School Properties Limited	05628392
The Senad Group Limited	04613709
Principal Care Services Limited	03525550
Senad Limited	01176549
Teme Valley Investments Limited	01839733
Winslow Court Limited	02508811
Rowden House School Limited	01955565



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 5271236
CHARGE NO. 6

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEBENTURE
DATED 26 SEPTEMBER 2008 AND CREATED BY SENAD
HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE CHARGING COMPANIES (OR ANY OF
THEM) TO CREDIT SUISSE, LONDON BRANCH (THE SECURITY
TRUSTEE) ON ANY ACCOUNT WHATSOEVER UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE
14 OCTOBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 OCTOBER
2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES