

MG01

Particulars of a mortgage or charge

VO28277/13



iris  
LASERFORM

A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



**What this form is for**

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



**What this form is NOT for**

You cannot use this form to register particulars of a charge for company. To do this, please use form MG01s

SATURDAY



\*AM39CQT3\*

A10

15/01/2011

6

COMPANIES HOUSE

1

**Company details**

Company number 0 5 9 2 2 3 4 7

Company name in full SHL Group Holdings 4 Limited (the Company)

3

For official use

**Filling in this form**

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by \*

2

**Date of creation of charge**

Date of creation d1 d0 m0 m1 y2 y0 y1 y1

3

**Description**

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

A debenture granted by the Company in favour of CIT Capital Finance (UK) Limited as trustee for itself and the other persons defined as Secured Parties in the debenture (the **Security Trustee**) (the **Debenture**)

4

**Amount secured**

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

Amount secured

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, a amended by an amendment letter dated 22 April 2010 and amended and restated by a deed of amendment and restatement dated 10 January 2011 between, amongst others, SHL Group Holdings 3 Ltd as Holdco, SHL Group Holdings 4 Ltd as Newco, SHL Group Holdings 3 Ltd and SHL Group Holdings 4 Ltd as Borrowers, the companies listed therein as Guarantors, the financial institutions listed

See Continuation Sheet

**Continuation page**

Please use a continuation page if you need to enter more details

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## Particulars of a mortgage or charge

### 5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

#### Continuation page

Please use a continuation page if you need to enter more details

Name CIT Capital Finance (UK) Limited

Address Peninsular House, 30-36 Monument Street

London, United Kingdom

Postcode E C 3 R 8 L J

Name

Address

Postcode

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

Please give the short particulars of the property mortgaged or charged

#### Continuation page

Please use a continuation page if you need to enter more details

Short particulars

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**) and subject to the existing fixed charges conferred under a debenture dated 27 March 2009 made by the Company in favour of the Security Trustee (the **Second 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 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 shares,

(viii) debt and equity securities and other investments,

See Continuation Sheet

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## Particulars of a mortgage or charge

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### Amount secured

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

Amount secured

therein as Lenders, CIT Bank Limited as Agent and CIT Capital Finance (UK) Limited as Mandated Lead Arranger 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 agreement dated 31 January 2007 and as further amended and restated by a deed of amendment and restatement dated 27 March 2009, as amended by an amendment letter dated 22 April 2010 and amended and restated by a deed of amendment and restatement dated 10 January 2011 between, amongst others, SHL Group Holdings 3 Ltd as Holdco and Borrower, the parties listed therein as Guarantors, the financial institutions listed therein as Lenders, Babson Capital Europe Limited as Agent and CIT Capital Finance (UK) Limited as Mandated Lead Arranger 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 SHL Group Holdings 3 Ltd and CIT Bank Limited as agent under the Senior Facilities Agreement or Babson Capital Europe Limited as agent under the Mezzanine Facility Agreement (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 as further amended and restated by a deed of amendment and restatement dated 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**) and any document defined as a Third Transaction Security Document in the Senior Facilities Agreement (the **Third 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

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="309 338 1034 371">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="309 394 1426 454">(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</p> <p data-bbox="309 488 655 517">(x) certain material contracts,</p> <p data-bbox="309 551 866 580">in each case, together with all associated rights</p> <p data-bbox="309 613 1485 701">2 It creates, subject to the First Debenture and the Second 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)</p> <p data-bbox="309 734 1434 795">(i) the proceeds of any policy of insurance in which the Company may from time to time have an interest,</p> <p data-bbox="309 828 1493 916">(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,</p> <p data-bbox="309 949 660 978">(iii) certain material contracts,</p> <p data-bbox="309 1012 866 1041">in each case, together with all associated rights</p> <p data-bbox="309 1075 1490 1162">3 It creates a floating charge, ranking as a floating charge behind only the floating charges created by the First Debenture and the Second Debenture, over all the Company's present and future assets and undertakings excluding the Cash Management Accounts</p> <p data-bbox="309 1196 1497 1314">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</p> <p data-bbox="309 1348 1493 1467">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),</p> <p data-bbox="309 1500 1490 1619">(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),</p> <p data-bbox="309 1653 1257 1682">(ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms,</p> <p data-bbox="309 1715 1485 1776">(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</p> <p data-bbox="309 1809 1062 1839">(iv) enter into any preferential arrangement having similar effect,</p> <p data-bbox="309 1872 1493 1933">except for certain limited permitted transactions described in the Senior Facilities Agreement and the Mezzanine Facility Agreement</p>

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## Particulars of a mortgage or charge

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### Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

Nil

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### Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

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### Signature

Please sign the form here

Signature

Signature

X NORTON ROSE LLP

X

This form must be signed by a person with an interest in the registration of the charge

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## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Alex Blaney ALBL/LN40994

Company name  
Norton Rose LLP  
London Counters

Address 3 More London Riverside

Post town London

County/Region

Postcode S E 1 2 A Q

Country United Kingdom

DX 85 London

Telephone +44 (0)20 7283 6000



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

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

Make cheques or postal orders payable to 'Companies House'.



### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

**For companies registered in England and Wales:**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland.**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland.**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



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

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

**COMPANY NO. 5922347  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 10 JANUARY  
2011 AND CREATED BY SHL GROUP HOLDINGS 4 LTD FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO THE SECURITY TRUSTEE OR ANY OF THE  
OTHER SECURED PARTIES UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART 25 OF THE COMPANIES ACT 2006 ON THE 15 JANUARY  
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 JANUARY  
2011

LC



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES