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COMPANIES FORM No. 395

309910/52

395

CHWP000

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in black type, or
bold block lettering

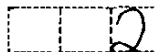
Particulars of a mortgage or charge

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

FC026157

Name of company

* insert full name
of Company

* Merrill Lynch International Bank Limited

Date of creation of the charge

7 October 2008

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

Pledge of Receivables Agreement among Merrill Lynch International Bank Limited (the "Pledgor"), Bank of America, N A as Lender, Bank of America Securities LLC as Sole Lead Arranger and Bookrunner and Bank of America, N A (the "Agent") (the "Pledge")

Amount secured by the mortgage or charge

The Pledged Receivables are pledged in order to secure the payment and reimbursement of the Secured Obligations For defined terms, please refer to Part II of the Schedule to this Form 395, unless defined elsewhere in this Form 395

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

Bank of America, N A , 335 Madison Avenue, 5th Floor

New York, New York 10017, United States

Postcode 10017

Presenter's name address and
reference (if any)

Sullivan & Cromwell LLP
1 New Fetter Lane
London EC4A 1AN

Time critical reference

For official Use (02/06)
Mortgage Section

MONDAY



LD3

27/10/2008

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please refer to Part I (Particulars of the Pledge of Receivables) of the Schedule to this Form 395

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

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

Signed SULLIVAN & CROMWELL LLP

Date 27 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 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.

SCHEDULE TO FORM 395

PART I: PARTICULARS OF THE PLEDGE OF RECEIVABLES

1. Pledge

The Pledgor has agreed to pledge in favor of the Beneficiaries, the Pledged Receivables, in accordance with articles 2355 to 2366 of the French Civil Code and L 521-1 and L 521-3 of the French Commercial Code in order to secure the payment and reimbursement of the Secured Obligations

2. Negative Pledge

The Pledgor has agreed not to sell, transfer, and generally dispose of in any manner whatsoever the Pledged Receivables, shall not create or permit to subsist any other pledge or any other preference on the Pledged Receivables and shall not delegate the Pledged Debtors received without the prior written consent of the Agent, which consent shall not be unreasonably refused or withheld

3. Blocked Accounts

The Pledgor has agreed as from the date of the Pledge the Pledgor shall cause all amounts due to it in respect of the Pledged Receivables to be paid directly in the Pledged Bank Account corresponding to the currency of payment and shall give all instructions to that effect

PART II: DEFINITIONS

In this Form 395

“Beneficiaries” means the beneficiaries as listed in Schedule 1 to the Pledge and as set out in Part III of this Schedule,

“Credit Agreement” means the agreement, dated 26 September 2008 as amended by Amendment No 1 to the Credit Agreement dated 7 October 2008 entered into between, *inter alia*, Merrill Lynch & Co, Inc as borrower, the borrowing subsidiaries parties to it, including the Pledgor, the Lenders and the Agent,

“Intercreditor Agreement” means the agreement drafted in English dated 6 December 2007 entered into between, *inter alia*, Blackstone as Parent and Original Guarantor, a number of subsidiaries of Blackstone as Guarantors and Borrowers, Merrill Lynch International as Mandated Lead Arranger, Capmark Bank Europe P L C as Facility Agent, Capita Trust Company Limited as Security Agent and the Pledgor acting through its London Branch, as Original Senior Lender (as each of these terms is defined in the Intercreditor Agreement), as it may be amended, varied, novated or supplemented from time to time,

“Pledged Bank Account” means each of the three bank accounts opened in the name of the Pledgor with the Agent which is subject to a separate English law agreement entitled “Charged Accounts Control Deed” and the details of which are as follows

- for payments in euros (EUR) 66118029, IBAN GB30BOFA16505066118029,
- for payments in US dollars (USD) 66118037, IBAN GB08BOFA16505066118037, and
- for payments in pound sterling (GBP) 66118011, IBAN GB31BOFA16505066118011

“Pledged Credit Agreement” means the senior credit agreement dated 6 December 2007 entered into between Blackstone Healthcare Europe I S À R.L (“**Blackstone**”) as Parent and Guarantor, certain subsidiaries of Blackstone as Guarantors and Borrowers, Merrill Lynch International as Mandated Lead Arranger, Capmark Bank Europe P L C as Facility Agent, Capita Trust Company Limited as Security Agent, and the Pledgor, acting through its London Branch as Original Lender (as each of these terms is defined in the Pledged Credit Agreement), as it may be amended, varied, novated, or supplemented from time to time,

“Pledged Debtors” means the companies listed in Schedule 2 to the Pledge and as set out in Part IV of this Schedule, i.e (i) the borrowers and the guarantors under the Pledged

Credit Agreement, (ii) Capmark Bank Europe P L C as Facility Agent and Capita Trust Company Limited Security Agent (as such terms are therein defined) under the Pledged Credit Agreement, in the event that it would hold funds to be received by the Pledgor under the said agreement, (iii) the parties to the Intercreditor Agreement, other than the Pledgor and (iv) Capmark Bank Europe P L C as Facility Agent and Capita Trust Company Limited as Security Agent (as such terms are therein defined) under the Intercreditor Agreement, in the event that it would hold funds to be received by the Pledgor under the said agreement,

“Pledged Receivables” means the receivables held by the Pledgor against the Pledged Debtors under (i) the Pledged Credit Agreement, with respect to the principal, interests, late payment interests, fees, accessories or any other amounts due under the said agreement and (ii) the Intercreditor Agreement,

“Secured Obligations” means all payment obligations of the Pledgor existing at the date of the Pledge and thereafter arising, to any Beneficiary under the Credit Agreement or Security Agreement pertaining exclusively to the loans made to the Pledgor under the Credit Agreement including any obligations incurred as a result of the acceleration of such loans together with all costs, charges, and expenses incurred by any Beneficiary in connection with the protection, the preservation or enforcement of its respective rights under the Credit Agreement, the Security Agreement, the Pledge or any other document evidencing or securing any such liabilities, including in each case in connection with termination, cancellation or invalidity of any of these documents,

“Security Agreement” means the agreement, dated 26 September 2008, entered into between Merrill Lynch & Co , Inc and its subsidiaries parties to it, including the Pledgor and the Agent

PART III: BENEFICIARIES UNDER THE PLEDGE OF RECEIVABLES AGREEMENT

- Bank of America, N A , as Lender and Administrative Agent having its registered office 335 Madison Avenue, 5th Floor, New York, New York 10017, United States,
- Banc of America Securities LLC, as Sole Lead Arranger and Bookrunner having its registered office 335 Madison Avenue, 5th Floor, New York, New York, United States ,
- Any assignees, successors, transferees of one of the above-mentioned beneficiaries and generally any party which or would become (including its assignees, subrogated parties, successors and transferees, if any) and generally any person or entity which is or would become party to the Credit Agreement or to the Security Agreement and any other bank, credit institution, financial institution or entity which may be substituted or added to the parties to the Credit Agreement or the Security Agreement in accordance with the terms of these agreements

PART IV: PLEDGED DEBTORS

– **As Original Borrower under the Pledged Credit Agreement and, for those entities which are parties to the Intercreditor Agreement, as Original Intragroup Creditor and/or Original Intragroup Debtor under such agreement:**

- Vitalia Santé MCO, having its registered office 38, rue de Berri, 75008 Paris, registered with the Register of commerce and companies of Luxembourg under number 490 921 655 ,
- Vitalia Santé MCO PropCo, having its registered office 38, rue de Berri, 75008 Paris, registered with the Register of commerce and companies of Luxembourg under number 490 416 864 ,
- Vitalia Santé 1, having its registered office 38, rue de Berri, 75008 Paris, registered with the Register of commerce and companies of Luxembourg under number 490 291 432 ,
- Vitalia Santé 2, having its registered office 38, rue de Berri, 75008 Paris, registered with the Register of commerce and companies of Luxembourg under number 493 128 466 ,
- Vitalia Santé 3, having its registered office 38, rue de Berri, 75008 Paris, registered with the Register of commerce and companies of Luxembourg under number 493 130 389 ,
- Vitalia Santé 4, having its registered office 38, rue de Berri, 75008 Paris, registered with the Register of commerce and companies of Luxembourg under number 493 122 790 ,
- Vitalia Santé 5, having its registered office 38, rue de Berri, 75008 Paris, registered with the Register of commerce and companies of Luxembourg under number 490 131 106 ,
- Vitalia Santé 6, having its registered office 38, rue de Berri, 75008 Paris, registered with the Register of commerce and companies of Luxembourg under number 493 126 767 ,
- Vitalia Santé 7, having its registered office 38, rue de Berri, 75008 Paris, registered with the Register of commerce and companies of Luxembourg under number 493 123 723 ,
- Vitalia Santé 8, having its registered office 38, rue de Berri, 75008 Paris, registered with the Register of commerce and companies of Luxembourg under number 493 124 507 ,
- Vitalia Santé 10, having its registered office 38, rue de Berri, 75008 Paris, registered with the Register of commerce and companies of Luxembourg under number 493 294 474 ,

- Vitalia Santé 11, having its registered office 38, rue de Berri, 75008 Paris, registered with the Register of commerce and companies of Luxembourg under number 493 402 721 ,
- Vitalia Santé 12, having its registered office 38, rue de Berri, 75008 Paris, registered with the Register of commerce and companies of Luxembourg under number 493 225 999 ,
- Pôle Ambroise Paré, having its registered office rue Ambroise Paré, 54000 Nancy, registered with the Register of commerce and companies of Nancy under number 444 156 889 ,
- Clinique Ambroise Paré, having its registered office rue Ambroise Paré, 54100 Nancy, registered with the Register of commerce and companies of Nancy under number 761 800 010 ,
- Parc, having its registered office 64 B rue des Fosses, 45400 Fleury Les Aubrais, registered with the Register of commerce and companies of Orléans under number 411 814 809 ,
- Pôle Saint André, having its registered office 102 avenue Jean Jaurès, 54500 Vandoeuvre Les Nancy, registered with the Register of commerce and companies of Nancy under number 477 510 275 ,
- Clinique Saint André, having its registered office 102 avenue Jean Jaurès, 54500 Vandoeuvre Les Nancy, registered with the Register of commerce and companies of Nancy under number 763 801 354 ,
- Société d'Exploitation de la Polyclinique des Murlins, having its registered office 66 rue des Murlins, 45000 Orléans, registered with the Register of commerce and companies of Orléans under number 377 708 623 ,
- SCI Polyclinique des Murlins, having its registered office 62-66 rue des Murlins, 45000 Orléans, registered with the Register of commerce and companies of Orléans under number 351 560 362 ,

– **As Original Guarantor under the Pledged Credit Agreement and, for those entities which are parties to the Intercreditor Agreement, as Original Intragroup Creditor and/or Original Intragroup Debtor under such agreement:**

- Blackstone Healthcare Europe I S À R L , having its registered office 19, rue de Bitbourg, L-1273 Luxembourg, Luxembourg, registered with the Register of commerce and companies of Luxembourg under number B 116 185 ,
- Vitalia Santé MCO, having its registered office 38, rue de Berri, 75008 Paris, registered with the Register of commerce and companies of Paris under number 490 921 655 ,
- Vitalia Santé MCO PropCo, having its registered office 38, rue de Berri, 75008

Paris, registered with the Register of commerce and companies of Luxembourg under number 490 416 864 ,

- Vitalia Santé 1, having its registered office 38, rue de Berri, 75008 Paris, registered with the Register of commerce and companies of Luxembourg under number 490 291 432 ,
- Vitalia Santé 2, having its registered office 38, rue de Berri, 75008 Paris, registered with the Register of commerce and companies of Luxembourg under number 493 128 466 ,
- Vitalia Santé 3, having its registered office 38, rue de Berri, 75008 Paris, registered with the Register of commerce and companies of Luxembourg under number 493 130 389 ,
- Vitalia Santé 4, having its registered office 38, rue de Berri, 75008 Paris, registered with the Register of commerce and companies of Luxembourg under number 493 122 790 ,
- Vitalia Santé 5, having its registered office 38, rue de Berri, 75008 Paris, registered with the Register of commerce and companies of Luxembourg under number 490 131 106 ,
- Vitalia Santé 6, having its registered office 38, rue de Berri, 75008 Paris, registered with the Register of commerce and companies of Luxembourg under number 493 126 767 ,
- Vitalia Santé 7, having its registered office 38, rue de Berri, 75008 Paris, registered with the Register of commerce and companies of Luxembourg under number 493 123 723 ,
- Vitalia Santé 8, having its registered office 38, rue de Berri, 75008 Paris, registered with the Register of commerce and companies of Luxembourg under number 493 124 507 ,
- Vitalia Santé 10, having its registered office 38, rue de Berri, 75008 Paris, registered with the Register of commerce and companies of Luxembourg under number 493 294 474 ,
- Vitalia Santé 11, having its registered office 38, rue de Berri, 75008 Paris, registered with the Register of commerce and companies of Luxembourg under number 493 402 721 ,
- Vitalia Santé 12, having its registered office 38, rue de Berri, 75008 Paris, registered with the Register of commerce and companies of Luxembourg under number 493 225 999 ,
- Pôle Ambroise Paré, having its registered office rue Ambroise Paré, 54000 Nancy, registered with the Register of commerce and companies of Nancy under number 444 156 889 ,

- Pôle Saint André, having its registered office 102 avenue Jean Jaurès, 54500 Vandoeuvre Les Nancy, registered with the Register of commerce and companies of Nancy under number 477 510 275 ,

– **As Additional Borrower under the Pledged Credit Agreement:**

- Gentilly Investissement, having its registered office rue Marie Marvingt, 54000 Nancy, registered with the Register of commerce and companies of Nancy under number 384 474 474 ,
- Médipôle de Gentilly, having its registered office rue Marie Marvingt, 54000 Nancy, registered with the Register of commerce and companies of Nancy under number 383 799 608 ,
- Polyclinique de Gentilly, having its registered office rue Marie Marvingt, 54000 Nancy, registered with the Register of commerce and companies of Nancy under number 767 800 121 ,
- SCI Gentilly St Jacques, having its registered office 13 rue Blaise Pascal, 54320 Maxéville, registered with the Register of commerce and companies of Nancy under number 350 475 265 ,
- Polyclinique du Val de Loire, having its registered office 49 boulevard Jérôme Trésaguet, 58000 Nevers, registered with the Register of commerce and companies of Nevers under number 651 880 437 ,
- Centre Médico-Chirurgical d'Oto-Rhino-Laryngologie-Ophtalmologie-Stomatologie, having its registered office 7 rue de la Chaussade, 58000 Nevers, registered with the Register of commerce and companies of Nevers under number 313 538 068 ,
- Clinique de Docteur Carlier, having its registered office 55 avenue Sambre et Meuse, 32000 Auch, registered with the Register of commerce and companies of Auch under number 396 720 260 ,
- Pôle Santé Tarn Nord, having its registered office at 2 rue Jacques Monod, Zone d'activité du Val de Caussels, 81000 Albi, registered with the Register of commerce and companies of Albi under number 440 103 968 ,
- SCI L'Espérance, having its registered office 2 rue Jacques Monod, Zone d'activité du Val de Caussels, 81000 Albi, registered with the Register of commerce and companies of Albi under number 344 165 865 ,
- Clinique Toulouse Lautrec, having its registered office 2 rue Jacques Monod, Val de Caussels, 81000 Albi, registered with the Register of commerce and companies of Albi under number 347 469 603 ,
- Clinique du Saint Cœur, having its registered office 10 bis rue Honoré de Balzac, 41100 Vendôme, registered with the Register of commerce and companies of Blois under number 339 840 118 ,

- Polyclinique des Ursulines, having its registered office 17 rue Raymond Poincaré, 10000 Troyes, registered with the Register of commerce and companies of Troyes under number 339 564 221 ,
- Société Immobilière des Ursulines, having its registered office 17 rue Raymond Poincaré, 10000 Troyes, registered with the Register of commerce and companies of Troyes under number 421 277 468 ,
- S2FA, having its registered office 38 rue de Berri, 75008 Paris, registered with the Register of commerce and companies of Luxembourg under number 915 750 533 ,
- SCI du 39 avenue Marx Dormoy, having its registered office 39 avenue Marx Dormoy, 03100 Montluçon, registered with the Register of commerce and companies of Montluçon under number 302 529 037 ,
- SCI St François, having its registered office 5-7 avenue Troubat, 03100 Montluçon, registered with the Register of commerce and companies of Montluçon under number 411 978 760 ,
- Polyclinique St François – St Antoine, having its registered office 8 rue Ambroise Croizat, 03630 Désertines, registered with the Register of commerce and companies of Montluçon under number 917 250 151 ,
- Clinique la Châtaigneraie – Centre Médical Chirurgical et Obstétrical, having its registered office rue de la Châtaigneraie, 63110 Beaumont, registered with the Register of commerce and companies of Clermont-Ferrand under number 444 573 935 ,
- Clinique des Chandiots, having its registered office 36 rue des Chandiots, 63000 Clermont-Ferrand, registered with the Register of commerce and companies of Clermont-Ferrand under number 303 242 853 ,
- Société d'Exploitation de la Clinique de la Plaine, having its registered office 123 boulevard Etienne Clementel, 63000 Clermont-Ferrand, registered with the Register of commerce and companies of Clermont-Ferrand under number 871 200 556 ,
- SCI Clinique des Chandiots, having its registered office 36 rue des Chandiots, 63100 Clermont-Ferrand, registered with the Register of commerce and companies of Clermont-Ferrand under number 306 646 837 ,
- SCI de la Châtaigneraie, having its registered office rue de la Châtaigneraie, 63110 Beaumont, registered with the Register of commerce and companies of Clermont-Ferrand under number 301 468 062 ,
- SCI La Restructuration, having its registered office 36 rue des Chandiots, 63000 Clermont-Ferrand, registered with the Register of commerce and companies of Clermont-Ferrand under number 950 375 238 ,
- AD Immobilier, having its registered office 123 boulevard Etienne Clementel,

63100 Clermont-Ferrand, registered with the Register of commerce and companies of Clermont-Ferrand under number 788 138 121 ,

- Vitalia Santé MCO PropCo2, having its registered office 11-13, avenue de Friedland, 75008 Paris, registered with the Register of commerce and companies of Luxembourg under number 493 324 347 ,
- Société Civile Immobilière du 10 bis, rue Honoré de Balzac, having its registered office 10 bis, rue Honoré de Balzac, 41100 Vendôme, registered with the Register of commerce and companies of Blois under number 339 941 841 ,
- SCI de Blazy, having its registered office 55 avenue Sambre et Meuse, 32000 Auch, registered with the Register of commerce and companies of Auch under number 428 573 810 ,
- SCI Les Terrasses, having its registered office 49 boulevard Jérôme Trésaguet, 58000 Nevers, registered with the Register of commerce and companies of Nevers under number 778 473 272 ,
- Immobilière Trésaguet, having its registered office 49 boulevard Jérôme Trésaguet, 58000 Nevers, registered with the Register of commerce and companies of Nevers under number 420 980 096 ,

– **As Additional Guarantor under the Pledged Credit Agreement:**

- Gentilly Investissement, having its registered office rue Marie Marvingt, 54000 Nancy, registered with the Register of commerce and companies of Nancy under number 384 474 474 ,
- Médipôle de Gentilly, having its registered office rue Marie Marvingt, 54000 Nancy, registered with the Register of commerce and companies of Nancy under number 383 799 608 ,
- Polyclinique de Gentilly, having its registered office rue Marie Marvingt, 54000 Nancy, registered with the Register of commerce and companies of Nancy under number 767 800 121 ,
- Pôle Santé Tarn Nord, having its registered office 2 rue Jacques Monod, Zone d'activité du Val de Caussels, 81000 Albi, registered with the Register of commerce and companies of Albi under number 440 103 968 ,
- Polyclinique des Ursulines, having its registered office 17 rue Raymond Poincaré, 10000 Troyes, registered with the Register of commerce and companies of Troyes under number 339 564 221 ,
- S2FA, having its registered office 38 rue de Berri, 75008 Paris, registered with the Register of commerce and companies of Luxembourg under number 915 750 533 ,
- Santé Partenaires, having its registered office rue de la Châtaigneraie, 63110 Beaumont, registered with the Register of commerce and companies of

Clermont-Ferrand under number 483 604 971 ,

- Santé Développement Finance, having its registered office rue de la Châtaigneraie, 63110 Beaumont, registered with the Register of commerce and companies of Clermont-Ferrand under number 482 322 112 ,
 - Santé Développement, having its registered office rue de la Châtaigneraie, 63110 Beaumont, registered with the Register of commerce and companies of Clermont-Ferrand under number 381 338 805 ,
 - Clinique la Châtaigneraie – Centre Médical Chirurgical et Obstétrical, having its registered office rue de la Châtaigneraie, 63110 Beaumont, registered with the Register of commerce and companies of Clermont-Ferrand under number 444 573 935 ,
 - Clinique des Chandlots, having its registered office 36 rue des Chandlots, 63000 Clermont-Ferrand, registered with the Register of commerce and companies of Clermont-Ferrand under number 303 242 853 ,
 - Société d'Exploitation de la Clinique de la Plaine, having its registered office 123 boulevard Etienne Clementel, 63000 Clermont-Ferrand, registered with the Register of commerce and companies of Clermont-Ferrand under number 871 200 556 ,
 - Vitalia Santé MCO PropCo2, having its registered office 11-13, avenue de Friedland, 75008 Paris, registered with the Register of commerce and companies of Luxembourg under number 493 324 347 ,
- Capmark Bank Europe P L C , as Facility Agent under the Pledged Credit Agreement and the Intercreditor Agreement, having its registered office Custom House Plaza, Harbour Master Place, IFSC, Dublin 1, Ireland ,
 - Capita Trust Company Limited, as Security Agent under the Pledged Credit Agreement and the Intercreditor Agreement, having its registered office The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU, United Kingdom ,
 - BRE/Europe 3 S À R L , as Original Investor under the Intercreditor Agreement, having its registered office 19, rue de Bitbourg, L-1273 Luxembourg, Luxembourg, registered with the Register of commerce and companies of Luxembourg under number B 114 911



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

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

COMPANY NO. FC26157
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A PLEDGE OF RECEIVABLES
AGREEMENT DATED 7 OCTOBER 2008 AND CREATED BY
MERRILL LYNCH INTERNATIONAL BANK LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO ANY BENEFICIARY 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 27 OCTOBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 OCTOBER
2008



Companies House
— for the record —

PJ



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES