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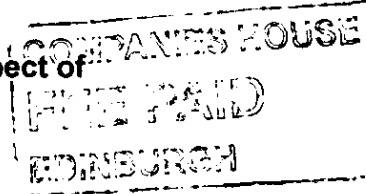
CHFP041

COMPANIES FORM No. 466(Scot)

## Particulars of an instrument of alteration to a floating charge created by a company registered in Scotland

# 466

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



Please do not write in this margin

Pursuant to section 410 and 466 of the Companies Act 1985

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

\* insert full name of company

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

For official use

Company number

41

SC069096

Name of company

\*Xafinity SIPP Services Limited (the "**Chargor**")

Date of creation of the charge (note 1)

27 January 2010

Description of the instrument creating or evidencing the charge or of any ancillary document which has been altered (note 1)

Bond and floating charge dated 26 and 27 January 2010 (the "**Floating Charge**")

Names of the persons entitled to the charge

Barclays Bank PLC as security agent for the benefit of the Secured Parties (the "**Security Agent**")

Short particulars of all the property charged

All present and future moneys, debts and liabilities due, owing or incurred by the Chargor to any Secured Party under or in connection with any Secured Document, (whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise).

Please see Paper Apart 1 for definitions.

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

Dundas & Wilson CS LLP  
Saltire Court  
20 Castle Terrace  
Edinburgh EH1 2EN  
NJWS/DOR/CLP/BAR011.0174

For official use (02/2006)

Charges Section

Post room

TUESDAY



\*S9HMPHDN\*

SCT

09/02/2010

140

COMPANIES HOUSE

Names and addresses of the persons who have executed the instrument of alteration (note 2)

Please do not  
write in  
this margin

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

See Paper Apart 2

Date(s) of execution of the instrument of alteration

See Paper Apart 3

A statement of the provisions, if any, imposed by the instrument of alteration prohibiting or restricting the creation by the company of any fixed security or any other floating charge having priority over, or ranking pari passu with, the floating charge

N/A

Short particulars of any property released from the floating charge

N/A

The amount, if any, by which the amount secured by the floating charge has been increased

N/A

A statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

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in black type, or  
bold block lettering***

See Paper Apart 4

Continued Over

COM466/3

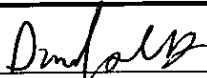
Continuation of the statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

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legibly, preferably  
in black type, or  
bold block lettering

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

Signed



Date

8/2/10

On behalf of ~~company~~ [chargee] †

† delete as  
appropriate

#### Notes

1. A description of the instrument e.g. "Instrument of Charge" "Debenture" etc as the case may be, should be given. For the date of creation of a charge see section 410(5) of the Companies Act.
2. In accordance with section 466(1) the instrument of alteration should be executed by the company, the holder of the charge and the holder of any other charge (including a fixed security) which would be adversely affected by the alteration.
3. A certified copy of the instrument of alteration, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of execution of that instrument.
4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.
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 Registration Office, 37 Castle Terrace, Edinburgh EH1 2EB DX 235 Edinburgh or LP - 4 Edinburgh 2

This is the Paper Apart 1 referred to in the foregoing Form 466 in respect of a bond and floating charge dated 26 and 27 January 2010 granted by Xafinity SIPP Services Limited in favour of Barclays Bank PLC (as security agent for the benefit of the Secured Parties).

In the foregoing form 466, the following terms shall have the following meanings:

**"Affiliate"** shall have the same meaning as given to it in the Senior Facilities Agreement;

**"Agent"** means each of the Senior Agent and the Mezzanine Agent.

**"Agent Liabilities"** means all present and future liabilities and obligations, actual and contingent, of any Debtor to any Agent and the Security Agent under the Debt Documents.

**"Ancillary Facility"** has the meaning given to the term "Ancillary Facility" in the Senior Facilities Agreement.

**"Ancillary Lender"** means each Senior Lender (or Affiliate of a Senior Lender) which makes an Ancillary Facility available pursuant to the terms of the Senior Facilities Agreement.

**"Arranger"** means each Senior Arranger and each Mezzanine Arranger.

**"Arranger Liabilities"** means all present and future liabilities and obligations, actual and contingent, of any Debtor to any Arranger under the Debt Documents.

**"Company"** means AdventX2 Holdings Limited;

**"Creditors"** means the Senior Lenders, the Mezzanine Lenders, the Hedge Counterparties, the Intra-Group Lenders, the Structural Lender and the Parent.

**"Debt Document"** has the meaning given to it in the Senior Facilities Agreement;

**"Debtor"** means each Original Debtor and any person which becomes a Party as a Debtor in accordance with the terms of Clause 18 of the Intercreditor Agreement;

**"Delegate"** means any delegate, agent, attorney or co-trustee appointed by the Security Agent.

**"Group"** has the meaning given to it in the Senior Facilities Agreement;

**"Hedge Counterparty"** means:

- (a) any person which is named on the signing pages to the Intercreditor Agreement as a Hedge Counterparty; and
- (b) any person which becomes Party to the as a Hedge Counterparty pursuant to Clause 18.10 (*Creditor/Agent Accession Undertaking*) of the Intercreditor Agreement,

which, in each case, is or has become party to the Senior Facilities Agreement as a Hedge Counterparty.

**"Hedging Agreements"** means any agreement entered into by a Hedge Counterparty and defined as such in the Senior Facilities Agreement;

**"Hedging Liabilities"** means the Liabilities owed by any Debtor to the Hedge Counterparties under or in connection with the Hedging Agreements;

**"Intercreditor Agreement"** means the intercreditor agreement dated 8 January 2010 and made between, among others, the Parent, AdventX2 Holdings Limited, the Debtors (as defined in the Intercreditor Agreement), Barclays Bank PLC as Security Agent, Barclays Bank PLC as senior agent,

Ares Capital Europe Limited as mezzanine agent, the Senior Lenders, the Senior Arranger, the Ancillary Lenders (as senior lenders), the Mezzanine Lenders, the Mezzanine Arrangers, the Structural Lender and the Intra-Group Lenders (each as defined in the Intercreditor Agreement).

**"Intra-Group Lenders"** means each member of the Group (other than the Parent) which has made a loan available to, granted credit to or made any other financial arrangement having similar effect with another member of the Group and which is named on the signing pages of the Intercreditor Agreement as an Intra-Group Lender or which becomes a party as an Intra-Group Lender in accordance with the terms of Clause 18 (*Changes to the Parties*) of the Intercreditor Agreement.

**"Intra-Group Liabilities"** means the Liabilities owed by any member of the Group to any of the Intra-Group Lenders (other than the Parent Liabilities);

**"Liabilities"** means all present and future liabilities and obligations at any time of any member of the Group to any Creditor under the Debt Documents, both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations:

- (i) any refinancing, novation, deferral or extension;
- (ii) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition;
- (iii) any claim for damages or restitution; and
- (iv) any claim as a result of any recovery by any Debtor of a Payment on the grounds of preference or otherwise,

and any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings.

**"Mezzanine Agent"** means the Agent under and as defined in the Mezzanine Facility Agreement.

**"Mezzanine Agent Liabilities"** means the Agent Liabilities owed by the Debtors to the Mezzanine Agent under or in connection with the Mezzanine Finance Documents;

**"Mezzanine Arranger"** means any Arranger under and as defined in the Mezzanine Facility Agreement;

**"Mezzanine Arranger Liabilities"** means the Arranger Liabilities owed by the Debtors to any Mezzanine Arranger under or in connection with the Mezzanine Finance Documents;

**"Mezzanine Discharge Date"** means the first date on which all Mezzanine Liabilities (as defined in the Intercreditor Agreement) have been fully and finally discharged to the satisfaction of the Mezzanine Agent (acting on the instructions of the Majority Mezzanine Lenders (as defined in the Intercreditor Agreement)), whether or not as a result of an enforcement, and the Mezzanine Lenders are under no further obligation to provide financial accommodation to any of the Debtors

(as defined in the Intercreditor Agreement) under the Debt Documents (as defined in the Intercreditor Agreement);

**"Mezzanine Facility Agreement"** means the facility agreement dated 8 January 2010 between, among others, AdventX2 Debtco Limited as the parent, the financial institutions named therein as original lenders and Ares Capital Europe Limited as agent and Barclays Bank PLC as security agent;

**"Mezzanine Finance Documents"** has the meaning given to the term "Finance Documents" in the Mezzanine Facility Agreement;

**"Mezzanine Lenders"** means each lender as defined in the Mezzanine Facility Agreement;

**"Mezzanine Liabilities"** means the Liabilities owed by the Debtors to the Mezzanine Lenders under or in connection with the Mezzanine Finance Documents;

**"Original Debtor"** has the same meaning given to it in the Intercreditor Agreement;

**"Parent"** means AdventX2 Debtco Limited;

**"Parent Loan Document"** means any document, agreement or instrument under or pursuant to which any sum is or becomes or is capable of becoming due, owing or incurred from time to time or by any Debtor to the Parent in its capacity as an investor (and not as an officer or employee or otherwise);

**"Parent Liabilities"** means all Liabilities owed by the Company to the Parent under any relevant Parent Loan Document;

**"Party"** means a party to the Intercreditor Agreement;

**"Payment"** means, in respect of any Liabilities (or any other liabilities or obligations), a payment, prepayment, repayment, redemption, defeasance or discharge of those Liabilities (or other liabilities or obligations).

**"Primary Creditors"** means the Senior Creditors and the Mezzanine Lenders;

**"Receiver"** means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver;

**"Secured Documents"** means the Finance Documents as defined in the Senior Facilities Agreement and the Finance Documents as defined in the Mezzanine Facility Agreement. For the avoidance of doubt, the Finance Documents include any Hedging Agreement as defined in the Senior Facilities Agreement and any Hedging Agreement as defined in the Mezzanine Facility Agreement;

Any reference to a **"Secured Document"**, or any other agreement or instrument is a reference to that Secured Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerous) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Secured Document or other agreement or instrument;

**"Secured Parties"** means the Security Agent, any Receiver or Delegate and each of the Agents, the Arrangers and the Primary Creditors from time to time but, in the case of each Agent, Arranger or Primary Creditor, only if it is a party to the Intercreditor Agreement or (in the case of an Agent or a Primary Creditor) has acceded to the Intercreditor Agreement, in the appropriate

capacity, pursuant to Clause 18.10 (*Creditor/Agent Accession Undertaking*) of the Intercreditor Agreement;

**"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 Agent"** means Barclays Bank plc;

**"Senior Agent"** means the Agent under and as defined in the Senior Facilities Agreement;

**"Senior Agent Liabilities"** means the Agent Liabilities owed by the Debtors to (i) the Senior Agent under or in connection with the Senior Finance Documents and (ii) the Security Agent under or in connection with the Senior Finance Documents;

**"Senior Arranger"** means any Arranger under and as defined in the Senior Facilities Agreement;

**"Senior Arranger Liabilities"** means the Arranger Liabilities owed by the Debtors to any Senior Arranger under or in connection with the Senior Finance Documents;

**"Senior Creditors"** means the Senior Lenders and the Hedge Counterparties;

**"Senior Facilities Agreement"** means the senior facilities agreement made between the Parent, the Company, the Senior Lenders and others dated on or about the date of the Intercreditor Agreement;

**"Senior Finance Documents"** has the meaning given to the term "Finance Documents" in the Senior Facilities Agreement.

**"Senior Lender"** means each Lender (as defined in the Senior Facilities Agreement) and Ancillary Lender;

**"Senior Lender Liabilities"** means the Liabilities owed by the Debtors to the Senior Lenders under the Senior Finance Documents;

**"Structural Lender"** shall have the same meaning given to it in the Intercreditor Agreement;

**"Structural Liabilities"** means Liabilities arising under or in connection with the Structural Loan Documents;

**"Structural Loan"** means a loan to the Parent in respect of which the Structural Lender is the creditor as specified in the Structure Memorandum and, following the date of this Agreement, any other loan provided by the Structural Lender to the Parent or any Debtor, in each case pursuant to a Structural Loan Document;

**"Structural Loan Documents"** means any document (including articles of association or other constitutional documents), agreement or instrument under or pursuant to which any sum is or becomes or is capable of becoming due, owing or incurred from time to time from or by the Parent or any Debtor to the Structural Lender in its capacity as an investor (and not as an officer or employee or otherwise);

**"Subsidiary"** has the meaning given to the term "Subsidiary" in the Senior Facilities Agreement;

**"Transaction Security"** means the Security created or evidenced or expressed to be created or evidenced under or pursuant to the Transaction Security Documents;

**"Transaction Security Documents"** has the meaning given to the term "Transaction Security Documents" in the Senior Facilities Agreement;

All other terms shall have the same meanings as given to them in the Intercreditor Agreement.

This is the Paper Apart 2 referred to in the foregoing Form 466 in respect of a bond and floating charge dated 26 and 27 January 2010 granted by Xafinity SIPP Services Limited in favour of Barclays Bank PLC (as security agent for the benefit of the Secured Parties)

Names and addresses of the persons who have executed the instrument of alteration:

	Name	Address
<b>As the Security Agent, the Senior Agent and a Senior Arranger</b>		
1.	Barclays Bank PLC	5 The North Colonnade London UK E14 4BB
<b>As a Senior Arranger</b>		
2.	Calyon	Broadwalk Home 5 Appolo Street London EC2A 2DA
3.	The Royal Bank of Scotland plc	280 Bishopsgate London EC2M 4RB
4.	Lloyds TSB Bank plc	25 Gresham Street London UK EC2V 7HN
5.	The Governor and Company of the Bank of Ireland	Head Office, Lower Baggot Street, Dublin 2, Ireland
6.	Ares Capital Europe Limited	1 Finsbury Square Level 7 London EC1A 1AE
7.	Babson Capital Europe Limited	61 Aldwych London WC2B 4AE
<b>As a Senior Lender</b>		
8.	Barclays Bank PLC	As set out in 1 above.
9.	Calyon	As set out in 2 above.
10.	The Royal Bank of Scotland plc	As set out in 3 above.
11.	Lloyds TSB Bank plc	As set out in 4 above.
12.	The Governor and Company of the Bank of Ireland	As set out in 5 above.
13.	Duchess VI CLO B.V.	Parnassustoren, Locatellikade 1, 1076 AZ, Amsterdam, the Netherlands
14.	ARES Capital Europe (Luxembourg) S.À.R.L.	1 Finsbury Square

		Level 7 London EC1A 1AE
<b>As Hedge Counterparty</b>		
15.	Barclays Bank PLC	As set out in 1 above.
16.	The Governor and Company of the Bank of Ireland	As set out in 5 above.
17.	Calyon	As set out in 2 above.
18.	The Royal Bank of Scotland plc	As set out in 3 above.
19.	Lloyds TSB Bank plc	As set out in 4 above.
<b>The Mezzanine Agent</b>		
20.	ARES Capital Europe Limited	As set out in 6 above.
<b>As a Mezzanine Lender</b>		
21.	Almack II Unleveraged S.A.	61 Aldwych London WC2B 4AE
22.	Almack S.A.	61 Aldwych London WC2B 4AE
23.	ARES Capital Europe Limited	As set out in 6 above.
<b>As a Mezzanine Arranger</b>		
24.	Babson Capital Europe Limited	As set out in 7 above.
25.	ARES Capital Europe Limited	As set out in 6 above.
<b>As an Intra-Group Lender</b>		

26.	AdventX2 Holdings Limited	One South Place London UK EC2M 2WG
<b>As Structural Lender</b>		
27.	AdventX2 Cleanco Limited	One South Place London UK EC2M 2WG
<b>As Debtor</b>		
28.	AdventX2 Debtco Limited	One South Place London UK EC2M 2WG
29.	AdventX2 Holdings Limited	As set out in 27 above.
<b>As Other Original Debtor</b>		
30.	AdventX2 Holdings Limited	As set out in 27 above.

**This is the Paper Apart 3 referred to in the foregoing Form 466 in respect of a bond and floating charge dated 26 and 27 January 2010 granted by Xafinity SIPP Services Limited in favour of Barclays Bank PLC (as security agent for the benefit of the Secured Parties).**

An intercreditor agreement dated 8 January 2010 and made between, among others, the Parent, AdventX2 Holdings Limited, the Debtors (as defined in the Intercreditor Agreement), Barclays Bank PLC as Security Agent, Barclays Bank PLC as senior agent, Ares Capital Europe Limited as mezzanine agent, the Senior Lenders, the Senior Arranger, the Ancillary Lenders (as senior lenders), the Mezzanine Lenders, the Mezzanine Arrangers, the Structural Lender and the Intra-Group Lenders (each as defined in the Intercreditor Agreement) (the "**Intercreditor Agreement**") as acceded to by the Chargor pursuant to a deed of accession between the Chargor and the Security Agent dated 27 January 2010.

This is the Paper Apart 4 referred to in the foregoing Form 466 in respect of a bond and floating charge dated 26 and 27 January 2010 granted by Xafinity SIPP Services Limited in favour of Barclays Bank PLC (as security agent for the benefit of the Secured Parties).

## 1.2 Primary Creditor Liabilities

Each of the Parties agrees that the Liabilities owed by the Debtors to the Primary Creditors, the Arrangers and the Agents shall rank in right and priority of payment in the following order and are postponed and subordinated to any prior ranking Liabilities as follows:

- (a) **first**, the Senior Lender Liabilities, the Senior Arranger Liabilities, the Senior Agent Liabilities and the Hedging Liabilities *pari passu* and without any preference between them; and
- (b) **second**, the Mezzanine Liabilities, the Mezzanine Arranger Liabilities and the Mezzanine Agent Liabilities *pari passu* and without any preference between them.

## 1.3 Transaction Security

Each of the Parties agrees that the Transaction Security shall rank and secure the following Liabilities (but only to the extent that such Transaction Security is expressed to secure those Liabilities) in the following order:

- (a) **first**, the Senior Lender Liabilities, the Senior Arranger Liabilities, the Senior Agent Liabilities and the Hedging Liabilities *pari passu* and without any preference between them; and
- (b) **second**, the Mezzanine Liabilities, the Mezzanine Agent Liabilities, *pari passu* and without any preference between them.

## 1.4 Structural, Intra-Group and Parent Liabilities

- (a) Each of the Parties agrees that the Structural Liabilities, the Intra-Group Liabilities and the Parent Liabilities are postponed and subordinated to the Liabilities owed by the Debtors to the Primary Creditors.
- (b) The Intercreditor Agreement does not purport to rank any of the Structural Liabilities, the Intra-Group Liabilities or the Parent Liabilities as between themselves.



**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF AN ALTERATION TO A FLOATING CHARGE**

COMPANY NO. 69096

CHARGE NO. 41

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT  
OF ALTERATION DATED 27 JANUARY 2010

WERE DELIVERED PURSUANT TO SECTION 878 OF THE  
COMPANIES ACT 2006  
ON 9 FEBRUARY 2010

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 27  
JANUARY 2010

BY XAFINITY SIPP SERVICES LIMITED

IN FAVOUR OF  
BARCLAYS BANK PLC

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

GIVEN AT COMPANIES HOUSE, EDINBURGH 10 FEBRUARY 2010



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES