

## Particulars of a mortgage or charge

A fee of £10 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

1191

237511

Name of company

\* ARCADIA GROUP LIMITED (the "Company")

Date of creation of the charge

14 December 2004

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

Debenture ("Charge")

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 to the Security Trustee and/or the other Security Beneficiaries (or any of them) under or pursuant to any Finance Document to which a Charging Company is a party (including all monies covenanted to be paid under the Charge), provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Charge (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985

All capitalised terms, save for those defined in this 395, have the meaning ascribed to them in Annexure 2.

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

The Governor and Company of the Bank of Scotland, 123 St Vincent Street, Glasgow  
("Security Trustee")

Postcode G2 5EH

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

DLA LLP  
101 Barbirolli Square  
Manchester  
M2 3DL

VG/MC/61249/120043/2012dp01

Time critical reference

For official Use  
Mortgage Section

Post room



A76  
COMPANIES HOUSE

0508  
23/12/04

Please see Annexure 1

All capitalised terms, save for those defined in this 395, have the meaning ascribed to them in Annexure 2.

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)

NIL

Signed

*DA LLP*

Date 21.12.04

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

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† delete as appropriate

## Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated 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 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

**ARCADIA GROUP LIMITED**

**Annexure 1 to Form M395**

Short particulars of all the property mortgaged or charged:

**1. FIXED SECURITY**

**1.1 Fixed charges**

The Company charges and agrees to charge all the present and future right, title and interest of the Company in and to the following assets which are at any time owned by the Company, or in which the Company from time to time has an interest:

1.1.1 by way of first fixed charge all plant and machinery and the benefit of all contracts, licences and warranties relating to the same;

1.1.2 by way of first fixed charge:

(a) all computers, vehicles, office equipment and other equipment; and

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

1.1.3 by way of:

(a) first fixed equitable charge all the Charged Securities

(b) first fixed charge all other Charged Securities (not charged by clause 4.1.3 (a) of the Charge),

in each case, together with (1) all Related Rights from time to time accruing to those Charged Securities and (2) all rights which the Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;

1.1.4 by way of first fixed charge:

(a) the Security Accounts and all monies at any time standing to the credit of the Security Accounts; and

- (b) all monies standing to the credit of the Company from time to time on any and all accounts with any bank, financial institution or other person not otherwise charged by clause 4.1.4 (a),

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

1.1.5 by way of first fixed charge all Intellectual Property:

1.1.6 by way of first fixed charge those Assigned Assets not effectively charged by clause 4.2 of the Charge;

1.1.7 by way of first fixed charge (to the extent not otherwise charged or assigned in the Charge):

- (a) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Company or the use of any of its assets; and

- (b) any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it; and

1.1.8 by way of first fixed charge all of the goodwill and uncalled capital of the Company.

## **1.2 Security assignments**

The Company assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to:

1.2.1 the Insurances, all claims under the Insurances and all proceeds of the Insurances provided that, prior to the occurrence of a Declared Default that is continuing, the Company may exercise its rights in respect of such Insurances and proceeds; and

1.2.2 the Receivables provided that, prior to the occurrence of a Declared Default that is continuing, the Company may exercise its rights in respect of such Receivables and proceeds.

To the extent that any Assigned Asset described in clause 4.2.1 of the Charge 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 Company to any proceeds of the Insurances.

### **1.3 Notice of assignment**

Following the occurrence of a Declared Default that is continuing, the Company shall in respect of each of the Insurances, deliver a duly completed notice of assignment to each other party to that Insurance, and use all its reasonable endeavours to procure that each such person executes and delivers to the Security Trustee a letter of undertaking, in each case in the respective forms set out in schedule 4 of the Charge (or in such other form as the Security Trustee shall agree).

### **1.4 Assigned Assets**

The Security Trustee shall not be obliged to take any steps necessary to preserve any of the Assigned Assets against any person, or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to the Charge.

## **2. FLOATING CHARGE**

The Company charges and agrees to charge by way of first floating charge all of its present and future:

- 2.1 assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to the provisions of clause 4.1, clause 4.2 or any other provision of the Charge; and
- 2.2 (whether or not effectively so charged) heritable property and all other property and assets in Scotland.

## **3. RESTRICTIONS ON DEALING**

Unless expressly permitted to do so under the Facilities Agreement or if the Agent has given its consent pursuant to the terms of the Facilities Agreement, the Company will not do any of the following without the prior written consent of the Security Trustee:

- 3.1.1 create or permit to subsist any Security on any of the Security Assets (except Permitted Security); or
- 3.1.2 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 (except for a Permitted Disposal).

#### **4. ENFORCEMENT OF SECURITY**

For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of the Charge. Sections 93 and 103 of the Act shall not apply to the Security constituted by, or pursuant to, the Charge. The statutory powers of leasing conferred on the Security Trustee are extended so as to authorise the Security Trustee, whilst a Declared Default is continuing, to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Trustee may think fit and without the need to comply with any provisions of section 99 or 100 of the Act.

**ARCADIA GROUP LIMITED**

**Annexure 2 to Form M395**

In this form M395:

**"Agent"** means The Governor and Company of the Bank of Scotland;

**"Assigned Assets"** means the Insurances and the Receivables;

**"Bilateral Facilities Letter"** means any letter pursuant to which The Governor and Company of the Bank of Scotland makes available working capital facilities up to a maximum aggregate amount of £50,000,000;

**"Charged Investments"** means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;

**"Charged Securities"** means:

- (i) the securities specified in of schedule 2 of the Charge; and
- (ii) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "*investments*" (as defined in part 2 of schedule 2 to the Financial Services and Markets Act 2000 in force at the date of this Deed) now or in future owned (legally or beneficially) by a Charging Company or in which such Charging Company has an interest at any time;

**"Charging Companies"** means the Company and its subsidiary companies listed in schedule 1 of the Charge;

**"Declared Default"** means an Event of Default that is continuing and in respect of which notice has been given by the Agent to the Company in accordance with the Facilities Agreement;

**"Event of Default"** means any event or circumstance specified as such in clause 24 of the Facilities Agreement;

**"Facilities Agreement"** means the facilities agreement dated 14 December 2004 and made between the Taveta Investments Limited (1), the Company (2), the Original Borrowers (3), the Original Guarantors (4), The Governor and Company of the Bank of Scotland as Arranger (5), the Banks and

financial institutions listed in schedule 1 hereto (the original lenders) (6), the Agent (7) and the Security Trustee(8);

**"Finance Document"** means the Finance Documents as such term is defined in the Facilities Agreement and the Bilateral Facilities Letter;

**"Insurances"** means all policies of insurance in which any Charging Company from time to time has an interest save for third party liability insurances;

**"Intellectual Property"** means any patents, trademarks, services marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow, and other intellectual property rights and interests, whether registered or unregistered and the benefit of all application and rights to use such assets of each member of the Group (as defined in the Facilities Agreement);

**"Permitted Disposal"** has the meaning ascribed thereto in the Facilities Agreement;

**"Permitted Security"** has the meaning ascribed thereto in the Facilities Agreement;

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

- (i) 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
- (ii) all proceeds of any of the foregoing;

**"Related Rights"** means, in relation to any Charged Securities:

- (i) all dividends, distributions and other income paid or payable on the relevant Charged Securities or any asset referred to in paragraph (ii) below;
- (ii) 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 preference, under option rights or otherwise;

**"Security Account"** has the meaning given to that term in clause 10.5.1(b) of the Charge;



**"Security Beneficiary"** has the meaning given to that term in the Security Trust Deed; and

**"Security Trust Deed"** means a security trust deed dated 14 December 2004 and made between, inter alia, the Security Trustee (1), the Agent (2) and the Original Lenders (as defined therein) (3).

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00237511

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 14th DECEMBER 2004 AND CREATED BY ARCADIA GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE CHARGING COMPANIES TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND (SECURITY TRUSTEE) AND/OR THE OTHER SECURITY BENEFICIARIES (OR ANY OF THEM) 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 23rd DECEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th JANUARY 2005.

*R. R. R.*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES