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CHFP041

Please do not
write in
this margin

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

* Insert full name
of company

COMPANIES FORM No. 395

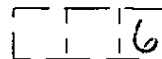
Particulars of a mortgage or charge

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



01110435

Name of company

*Mann Aviation Sales Limited (the *Company*)

Date of creation of the charge

20 November 2007

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

For a description of the instrument creating or evidencing the charge please see Continuation Sheet Number 1
attached to this Form 395

Amount secured by the mortgage or charge

The Security Agreement secures any and all present and future sums, liabilities and obligations (actual or
contingent and whether owed solely or jointly with any other person and whether as principal or surety)
owing, payable or incurred by any Borrower to any Secured Creditor in any currency under the Working
Capital Finance Documents (the *Secured Liabilities*)

All capitalised terms used in this Form 395 have the meaning given to them in Continuation Sheet Number 3
unless defined elsewhere in this Form 395

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

The Bank of Scotland Plc (formerly known as The Governor and Company of the Bank of Scotland), New
Usher House, 11 Earl Grey Street, Edinburgh

Postcode EH3 9BN

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

FRESHFIELDS BRUCKHAUS
DERINGER
65 FLEET STREET, LONDON
EC4Y 1HS
DX 23 LONDON/CHANCERY
LANE

Time critical reference
140539/0001/AJG/CD

For official use (02/2006)
Mortgage Section

Post room

FRIDAY



LD5 23/11/2007 143
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

For short particulars of all the property mortgaged or charged please see Continuation Sheet Number 2 attached to this Form 395

Please do not write in this margin

Please complete 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)

† Delete as appropriate

Particulars as to commission allowance or discount (note 3)

N/a

Signed Freshfields Bruckhaus Deringer Date 23.11.2007

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

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 CF4 3UZ.

This Continuation Sheet 1 is in respect of a Form 395 submitted on 23 November 2007 on behalf of Bank of Scotland Plc regarding an Accession Deed dated 20 November 2007 to a Security Agreement entered into by the Company in favour of Bank of Scotland Plc for itself and as Security Agent and dated 14 November 2007.

Description of the instrument creating or evidencing the charge

The Accession Deed (the *Accession Deed*) made on 20 November 2007 between (1) the Company, (2) Erinaceous Group Plc for itself and as attorney for each of the other Chargors under and as defined in the Security Agreement (the *Parent*), and (3) the Security Agent as defined in the Security Agreement pursuant to which the Company acceded to the Security Agreement

All capitalised terms used in this Continuation Sheet Number 1 have the meaning given to them in Continuation Sheet Number 3 unless defined elsewhere in this Form 395 and its continuation sheets

This Continuation Sheet 2 is in respect of a Form 395 submitted on 23 November 2007 on behalf of Bank of Scotland Plc regarding an Accession Deed dated 20 November 2007 to a Security Agreement entered into by the Company in favour of Bank of Scotland Plc for itself and as Security Agent and dated 14 November 2007.

Short particulars of all the property mortgaged or charged

1. CREATION OF SECURITY

1.1 Legal mortgages

The Company charged and agreed to charge by way of first legal mortgage all Real Estate in England or Wales vested in it on the date of the Accession Deed

1.2 Equitable mortgages

The Company charged and agreed to charge by way of first equitable mortgage all Group Shares belonging to it on the date of the Accession Deed

1.3 Fixed charges

The Company charged and agreed to charge by way of first fixed charge all its rights, title and interest from time to time in and to.

- (a) Real Estate (to the extent not the subject of a mortgage under Clause 3.1 (*Legal mortgages*) of the Security Agreement, as set out in paragraph 1.1 above),
- (b) Investments (to the extent not the subject of a mortgage under Clause 3.2 (*Equitable mortgages*) of the Security Agreement, as set out in paragraph 1.2 above),
- (c) plant, machinery, vehicles, office equipment, computers and other chattels (excluding any forming part of its stock in trade or work in progress) and all Related Rights,
- (d) the Accounts,
- (e) to the extent not effectively assigned under Clause 3.4 (*Assignments*) of the Security Agreement, as set out in paragraph 1.4 below) Insurance Policies and the Assigned Agreements to which it is party,
- (f) any goodwill and rights in relation to its uncalled capital,
- (g) the benefit of all consents and agreements held by it in connection with the use of any of its assets,
- (h) Intellectual Property,
- (i) any beneficial interest, claim or entitlement of it to any assets of any pension fund, and
- (j) Monetary Claims

1.4 Assignments

The Company assigned absolutely and agreed to assign absolutely all its right, title and interest from time to time in and to

- (a) its Insurance Policies, and
- (b) each Assigned Agreement to which it is a party

1.5 Floating charge

- (a) The Company charged by way of first floating charge all its present and future undertaking and assets of whatever type and wherever located
- (b) The floating charge created by the Company pursuant to paragraph 1 5(a) shall be deferred in point of priority to all other Security
- (c) The floating charge created by the Company pursuant to paragraph 1 5(a) is a “qualifying floating charge” for the purposes of paragraph 14 2(a) of Schedule B1 to the Insolvency Act 1986 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this Security Agreement.

2. RESTRICTIONS ON DEALINGS

The Company may not

- (a) create or permit to subsist any Security Interest on any of the Security Assets other than a Permitted Security Interest, or
- (b) (whether by a single transaction or a number of related or unrelated transactions and whether at the same time or over a period of time) dispose of all or any part of the Security Assets save for any Permitted Disposal

3. FURTHER ASSURANCES

The Company shall, at its own expense, take whatever action the Security Agent or a Receiver may require or consider expedient for

- (a) creating, perfecting or protecting any Security Interest intended to be created by or pursuant to the Security Agreement,
- (b) facilitating the realisation of any Security Asset on and after the occurrence of an Enforcement Event,
- (c) creating and perfecting security in favour of the Security Agent over the assets of the Company located in any jurisdiction outside England and Wales, or
- (d) facilitating the exercise of any right, power or discretion exercisable by the Security Agent or any Receiver in respect of any Security Asset,

including

- (i) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Security Agent or to its nominee, and
- (ii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may think expedient

Capitalised terms used but not defined in this Continuation Sheet 2 are defined in the Continuation Sheet 3 attached hereto

This Continuation Sheet 3 is in respect of a Form 395 submitted on 23 November 2007 on behalf of Bank of Scotland Plc regarding an Accession Deed dated 20 November 2007 to a Security Agreement granted by the Company in favour of Bank of Scotland Plc for itself and as agent and trustee for each of the Secured Creditors and dated 14 November 2007.

Capitalised terms used in this Form 395 (and not otherwise defined herein) have the following meanings

Accounts means any bank account of a Chargor and all Related Rights

Additional Chargor means a person who has acceded to the Security Agreement as an Additional Chargor by executing an accession document

Assigned Agreements means any Intercompany Loan Agreement and any other agreement designated as an Assigned Agreement by the Security Agent and (in each case) all Related Rights

Borrower means Erinaceous Group Plc, Erinaceous Property Services Limited, Eurical Services Limited, Dunlop Haywards Limited, Dunlop Haywards Residential Limited, Entente Consulting Limited, Hanover Park Services Plc, Hanover Park Commercial Limited, Harman Healy Limited, HRL Holdings Limited, ISGO Limited, Jordan's Residential Lettings Limited, Leach Rhodes Walker Limited, Mainguild Limited, Spring Grove Property Maintenance Limited

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in London

Chargor means each Original Chargor and each Additional Chargor

Enforcement Event means (a) failure by any of the Borrowers to repay any amounts due under the Working Capital Facility Agreement within two Business Days of a written demand by the Lender(s), (b) failure by any of the Chargors to repay any of the Secured Liabilities in accordance with the terms of this Security Agreement, or (c) after a demand for payment has been made under the Working Capital Facility Agreement, such earlier time as the Security Agent determines, (i) where the Security Agent (acting on the instructions of all the Lenders) considers that enforcement action is necessary in order to preserve the value of the Security Assets, or (ii) where the security trustee under the July 2006 Debenture has taken steps to enforce all or part of the security granted by the Parent and/or other members of the Group pursuant to that debenture

Group means Erinaceous Group Plc and its Subsidiaries for the time being

Group Shares means, in relation to a Chargor, the shares in any member of the Group owned legally or beneficially by it or held by the Security Agent or any nominee on its behalf and all Related Rights

Insurance Policies means, in relation to a Chargor, any contract or policy of insurance of any kind in which that Chargor has an interest from time to time and all Related Rights

Intellectual Property means patents and patent applications, trade and service marks and applications, brand and trade names, copyrights and rights in the nature of copyright, design rights, registered designs and applications for registered designs, trade secrets, know-how and all other intellectual property rights throughout the world and all rights under any agreements relating to the use or exploitation of any such rights

Intercompany Loan Agreement means any loan or credit transaction between two or more members of the Group

Investments means, in relation to a Chargor, any stock, share, debenture, loan stock, security, bond, warrant, coupon, interest in any investment fund and any other investment (whether or not marketable) whether held directly by or to the order of that Chargor or by any trustee, fiduciary or clearance system on its behalf (including the Group Shares) and all Related Rights

July 2006 Debenture means the debenture dated 26 July 2006 between, among others, the Parent, other members of the Group and Bank of Scotland Plc (formerly known as The Governor and Company of the Bank of Scotland) as security trustee

Lender means any person who is a lender under the Working Capital Facility Agreement from time to time and whose rights and obligations under the Working Capital Facility Agreement have not been repaid and cancelled in full

Monetary Claims means, in relation to a Chargor, any book and other debts and monetary claims owing to that Chargor (other than in respect of any Account) and all Related Rights

Original Chargor means the companies listed in Continuation Sheet Number 4 to this Form 395

Original Guarantors means Eurica¹ Services Limited, Erinaceous Property Services Limited, Mainguild Limited, Spring Grove Property Maintenance Limited, Deacon Insurance Services (Holdings) Limited, Deacon Insurance Services Limited, ISGO Limited, Duoquote Limited, Farr Holdings Limited, Farr Limited, FIIB Limited, Heritage Insurance Services Limited, Walker Packman Limited, Wood Managements Limited, Dunlop Haywards Limited, Hanover Park Services plc, HLR Holdings Limited, Jordan's Residential Lettings Limited, Dunlop Haywards Residential Limited

Original Lender means Bank of Scotland Plc (formerly known as The Governor and Company of the Bank of Scotland), Lloyds TSB Bank Plc and HSBC Bank Plc.

Permitted Disposal means any sale, lease transfer or disposal which would be permitted pursuant to the terms of the Revolving Credit Facility Agreement if the relevant Chargor were an obligor under and as defined in the Revolving Credit Facility Agreement

Permitted Security Interest means any Security Interest created by a person which would be permitted pursuant to the terms of the Revolving Credit Facility Agreement if the relevant Chargor were an obligor under and as defined in the Revolving Credit Facility Agreement

Real Estate means, in relation to a Chargor

(a) any freehold, leasehold, licence or other interest in any immovable property and all Related Rights, and

(b) any buildings, trade and other fixtures or fittings forming part of such property and all Related Rights

Receiver means a receiver and manager or other receiver appointed under this Security Agreement in respect of the Security Assets and shall, if allowed by law, include an administrative receiver

Related Rights means, in relation to any asset

(a) all rights under any licence, agreement for sale or agreement for lease or other use in respect of all or any part of that asset,

(b) all rights, powers, benefits, claims, contracts, warranties, remedies, covenants for title, security, guarantees or indemnities in respect of any part of that asset,

(c) the proceeds of sale of all or any part of that asset, and

any other moneys paid or payable in respect of that asset

Revolving Credit Facility Agreement means £205,000,000 revolving credit facility dated 26 July 2006 and made between, amongst others, Erinaceous Group Plc as the Company, the Original Guarantors, the Original Lenders and Bank of Scotland Plc (formerly known as The Governor and Company of the Bank of Scotland) as agent

Secured Creditor means the Security Agent and the Lenders

Secured Liabilities means any and all present and future sums, liabilities and obligations (actual or contingent and whether owed solely or jointly with any other person and whether as principal or surety) owing, payable or incurred by any Borrower to any Secured Creditor in any currency under the Working Capital Finance Documents

Security means any Security Interest created under or pursuant to the Security Agreement

Security Agent means Bank of Scotland Plc

Security Agreement means the security agreement made on 14 November 2007 between the Original Chargors, Bank of Scotland Plc for itself and as agent and trustee for each of the Secured Creditors, Bank of Scotland Plc as Lender and Erinaceous Group Plc

Security Assets means all the assets and undertaking of each Chargor from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) pursuant to this Security Agreement

Security Documents means this Security Agreement and any other document entered into by one or more of the Chargors, providing for a guarantee or Security Interest in favour of the Secured Creditors (or any of them) in respect of the obligations of one or more of the members of the Group

Security Interest means any mortgage, charge, pledge, lien, assignment order, security interest or any other agreement, trust or arrangement (including any right of set-off or combination) having a similar effect

Subsidiaries means in relation to a person, an entity of which that person owns directly or indirectly more than 50 per cent of the share capital or whose management and policies that

person directly or indirectly has the power to direct whether through ownership of shares, contract or otherwise

Working Capital Facility Agreement means the £10,000,000 (subsequently increased to £20,000,000 and then to £23,000,000) working capital facility dated 26 July 2006 and entered into between Bank of Scotland Plc (formerly known as The Governor and Company of the Bank of Scotland), Erinaceous Group Plc and certain of its Subsidiaries

Working Capital Finance Document means the Security Documents, the Working Capital Facility Agreement, any accession document and any other document designated as such by the Security Agent and the Parent

This Continuation Sheet 4 is in respect of a Form 395 submitted on 23 November 2007 on behalf of Bank of Scotland Plc regarding an Accession Deed dated 20 November 2007 to a Security Agreement granted by the Company in favour of Bank of Scotland Plc for itself and as agent and trustee for each of the Secured Creditors and dated 14 November 2007.

THE ORIGINAL CHARGORS

| Name | Registered Number |
|---|--------------------------|
| Simmonds & Partners Limited | 03314763 |
| Hertford Company Secretaries Limited | 03067765 |
| Christchurch Estates Limited | 01413671 |
| Curzon Street Management Limited | 00938787 |
| Johnson Cooper Limited | 05330771 |
| CPM Asset Management Limited | 04188130 |
| CPM Asset Management (Northern) Limited | 05142804 |
| Gross Fine (Holdings) Limited | 01681989 |
| Gross Fine Management Limited | 01365038 |
| Gross Fine | 01288453 |
| Gross Fine Services Limited | 01877656 |
| The London Silver Vaults And Chancery Lane Safe Deposit Company Limited | 03655864 |
| Cecil Square Cleaning Co Limited | 04573942 |
| Georgian House Cleaning Co Ltd | 04573945 |
| David Glass Associates Limited | 01166524 |
| Wood Managements Group Limited | 02470371 |
| Wood Group Trustees Ltd | 01228614 |
| Wood Insurance Brokers Limited | 01405475 |

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| Wood Carewell Managements Limited | 02435279 |
| Wood & Co (Surveyors) Limited | 01405477 |
| Wood Trustees Limited | 01405476 |
| Wood Management Trustees Limited | 00612453 |
| Resident Association Management Limited | 03141720 |
| Taskfine Management Limited | 02522711 |
| EP2 Management Resources Limited | 04984641 |
| JSSP Limited | 04237439 |
| Francis Graves Limited | 01410842 |
| Graves Holdings Limited | 03393444 |
| Balancegrove Homes Limited | 01638228 |
| Dunlop Heywood Lorenz Executive Board Limited | 04203468 |
| Dunlop Heywood Residential Limited | 04406008 |
| Rent Collect Limited (formerly The Rent Directory Ltd) | 06086833 |
| Paragon Collections Limited | 04136420 |
| Let Guard Limited (formerly Hanover Park Accounts and Business Services Limited) | 02125809 |
| Edward Lumley (Finance) Limited | 01158399 |
| Lumley Investments Limited | 03115079 |
| Lumley Underwriting Management Limited | 03115069 |
| Lumley Underwriting Limited | 03115130 |
| Lumley Insurance Brokers Limited | 01913531 |
| Truckinsure Limited | 01650556 |
| Keelan Westall Limited | 00658942 |
| Rent-2-Buy Properties Ltd | 04647621 |
| HPS Property Limited | 03087557 |
| Care Services Group Limited | 03815098 |

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|--|----------|
| Care Combined Services Limited | 03814997 |
| Care International Limited | 03815096 |
| Care Facilities Management Services Limited | 03814992 |
| UK Open Spaces Limited | 04944661 |
| UK Public Open Spaces Limited | 04944655 |
| Haven Villages (Sheltered Housing) Limited | 05260409 |
| Park Street Holdings Limited | 05098493 |
| CPM Lettings Limited | 05125388 |
| The Hanover Park Group Ltd | 02339059 |
| Erinaceous Group Services Limited [Formerly Eurica' Management Limited] | 03298542 |
| Square Mile Real Estate Services Limited | 03997848 |
| Interior Furniture Services Limited | 03774511 |
| Diverse Services Limited | 04352132 |
| Erinaceous Residential Property Services Ltd | 04621874 |
| Blackhawk Estates Limited | 04339784 |
| Berkeley Simmons Davis Rent Reviews Limited | 03951497 |
| Berkeley Simmons Davis Limited | 03472809 |
| Hercules Telecom Limited | 03781315 |
| HPS (No 9) Limited | 04465640 |
| Erinaceous Property Consultancy Services Ltd | 04465498 |
| HPS (NO 8) Limited | 04465465 |
| Gladelane Investments Limited | 04225607 |
| Michael Courcier & Partners Limited | 04257531 |
| Cadogan Insurance Services Limited | 02669186 |
| Ivyglade Limited | 04351945 |
| Property Connection Limited | 03952816 |

| | |
|---|----------|
| Caroline Registrars Limited | 01509161 |
| Morrison Street Management Ltd | 04081262 |
| Vita Insurance & Financial Products Limited | 03180453 |
| H Waters Limited | 02828657 |
| Care Services Limited | 04026401 |
| DOR (Northern) Limited | 01706898 |
| ABCDEFGH Ltd | 04122667 |
| Leach Rhodes Walker Cdm Limited | 03069336 |
| Mesh Media Limited | 05293320 |
| LRW Interior Design Limited | 02248107 |
| Millar Kitching Limited | 02597396 |
| Millar Kitching Management Limited | 02657058 |
| Millar Kitching Management (Bloomsbury) Limited | 02987437 |
| Millar Kitching Management (Services) Limited | 03221801 |
| Alexander Millar Kitching Limited | 04937795 |
| Lea Valley Business Centres Limited | 04216987 |
| Emergency Repairs Limited | 03928043 |
| Robert Hawkins (Contractors) Limited | 00666092 |
| Salisbury Maintenance Limited | 05387038 |
| Response Maintenance And Building Services Ltd | 02954513 |
| Phoenix Home Services Limited | 04089242 |
| Erinaceous Property Limited | 02671779 |
| CPAM Commercial Property Asset Management Limited | 05349560 |
| GOS Worldwide Limited | 05102009 |
| Painter Salter Limited | 03259939 |

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 01110435

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ACCESSION DEED DATED THE 20th NOVEMBER 2007 AND CREATED BY MANN AVIATION SALES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY BORROWER TO ANY SECURED CREDITOR 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 23rd NOVEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30th NOVEMBER 2007

p. (cert)



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —