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bold block  
lettering\* Insert full name  
of company

COMPANIES FORM No. 395

## Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

**A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.****395**To the Registrar of Companies  
(Address overleaf - Note 6)

For official use Company number

		2
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1157638

Name of company

**\* Rolfe & Nolan 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)

**Guarantee and Debenture (the "Charge")**

Amount secured by the mortgage or charge

**Please refer to Part I of the attached schedule**

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

**Lloyds TSB Bank plc whose registered office is at 25 Gresham Street, London in its capacity as security trustee for itself and for each of the Finance Parties (as that term is defined in Part III of the attached schedule).**Postcode **EC2V 7HN**Presentor's name, address and  
reference (if any):**Osborne Clarke  
Apex Plaza  
Forbury Road RG1 1AX  
DX**For official use  
Mortgage section

Time critical reference

Short particulars of all the property mortgaged or charged

Please refer to Part II of the attached schedule

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Osborne Clarke*

Date

16 December 2004

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. 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.

## **Schedule to Form 395**

### **Rolfe & Nolan Limited (Company number 1157638)**

(Capitalised terms used in this form 395 (including the schedule) have the meanings ascribed thereto in Part III of this schedule)

#### **Part I**

##### **Amount secured by the mortgage or charge**

By clause 2 of the Charge each of the Companies, as principal debtor and not merely as surety, hereby covenants with the Security Trustee for itself and on behalf of the Finance Parties that it will pay or discharge the Secured Liabilities on the due date in the manner provided in the relevant Finance Document.

#### **Part II**

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

By clause 5 of the Charge:

The Companies with full title guarantee charge as continuing security for the payment and discharge to the Security Trustee (as agent and trustee) of all the Secured Liabilities creates fixed charges over:

- (a) all freehold and leasehold property listed in the Charge together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein;
- (b) all other freehold and leasehold property of the Companies both present and future, together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein;
- (c) all plant, machinery, vehicles and other equipment now or hereafter owned by the Companies and all the right, title and interest of the Companies in any such plant and machinery from time to time hired, leased or rented by the Companies from third parties or acquired by any of the Companies from third parties on a hire, instalment or conditional purchase basis including (without prejudice to the generality of the foregoing) the Companies' right to any refund of rentals or other payments;
- (d) the Securities, all rights in respect of and incidental to the Securities and the Interests in Securities;

- (e) the benefit of all present and future licences (statutory or otherwise) held in connection with their business or the user of any of the mortgaged property and the right to recover and receive all compensation which may at any time become payable to them in respect thereof;
- (f) the Intellectual Property Rights;
- (g) the goodwill and the uncalled capital of the Companies both present and future;
- (h) the book debts due or owing to the Companies both present and future;
- (i) all benefits in respect of all contracts and policies of insurance (including, for the avoidance of any doubt, all cover notes and any keyman life assurance policies) which are from time to time taken out by the Companies or (to the extent of such interest) in which it has an interest;

and creates floating charges over:

- (j) the stock-in-trade and work-in-progress, prepayments, investments quoted on a recognised stock exchange and cash of the Companies both present and future; and
- (k) the undertaking and all other property and assets of the Companies both present and future.

### **Part III**

#### **Definitions**

<b>Bank</b>	Lloyds TSB Bank plc whose registered office is at 25 Gresham Street, London, EC2V 7HN, acting as security trustee for itself and for each of the Finance Parties;
<b>Charge</b>	Guarantee and Debenture dated 14 December 2004 between the Companies (1) and the Security Trustee (2);

<b>Companies</b>	<p>means each of:</p> <p>Rolfe &amp; Nolan Group Limited (company number 04641157);</p> <p>Rolfe &amp; Nolan Limited (company number 01157638);</p> <p>Rolfe &amp; Nolan Systems Limited (company number 03290332);</p> <p>Rolfe &amp; Nolan International Limited (company number 03235415);</p> <p>and any company that has executed an accession deed relating to the Charge in favour of the Security Trustee;</p>
<b>Finance Documents</b>	means the Senior Finance Documents and the Mezzanine Finance Documents;
<b>Finance Parties</b>	shall mean the Senior Finance Parties and the Mezzanine Finance Parties;
<b>Group Company</b>	means each of the Companies from time to time and " <b>member of the Group</b> " and " <b>Group Company</b> " shall be construed accordingly;
<b>Intellectual Property Rights</b>	<p>means:</p> <p>(a) all present and future copyrights, patents, designs, trademarks, service marks, brand names, inventions, design rights, know-how, formulae, confidential information, trade secrets, computer software programmes, computer systems and all other intellectual property rights whatsoever without any limitation, whether registered or unregistered, in all or any part of the world, in which any Company is legally, beneficially or otherwise interested;</p> <p>(b) the benefit of any pending applications for the same and all benefits deriving therefrom and thereunder including but not limited to royalties, fees, profit sharing arrangements and income arising therefrom and all licences in respect of or relating to any</p>

intellectual property rights, whether such licences are granted by the Company or granted to the Company; and

(c) every item of physical material of any description or type whatsoever in or in respect of which intellectual property rights may subsist and in respect of each such item the original copy or version or variant owned by, produced by or delivered to and obtained by the Companies and any rejected or surplus materials associated or connected with or forming part of the foregoing which shall include, without limitation, any and all manuals and translations thereof, log books, designs, sketches, algorithms, calculations, diagrams, computations, source codes, models, prototypes, apparatus, computer programmes, photographs, books and other records in any medium, electronic data and any other material of any description whatever in which intellectual property may be incorporated;

**Interests in Securities**

means the Securities and all stocks, shares, securities, rights, money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option or otherwise to or in respect of any of the Securities including all dividends, interest and other income payable in connection therewith;

**Mezzanine Credit Agreement**

a mezzanine credit agreement (as such agreement is amended, varied, supplemented, novated or replaced from time to time) dated 14 December 2004 and made between the Parent (1), the Bank as arranger, agent and security trustee (2), and the various financial institutions named therein as original lenders (3), which makes available to the Parent certain mezzanine credit facilities;

**Mezzanine Finance Documents**

means the Mezzanine Credit Agreement and shall include any mezzanine hedging documents and any other document which the Security Trustee and the Parent (on behalf of the Companies) agree shall be designated a Mezzanine Finance Document;

- Mezzanine Finance Parties** the Finance Parties (as defined in the Mezzanine Credit Agreement) and the mezzanine hedging lenders;
- Parent** means Rolfe & Nolan Group Limited (company number: 4641157) whose registered office is situated at Lowndes House, 1-9 City Road London EC1Y 1AE;
- Secured Liabilities** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or otherwise or as the equivalent obligor under the laws of any other jurisdiction) of each Group Company to the Security Trustee and the Finance Parties under the Finance Documents together with:
- (a) any refinancing, novation, refunding, deferral or extension of or increase in any of those obligations or liabilities of any Group Company under any credit agreement entered into after the date hereof with all or any of the Finance Parties which is entered into wholly or partially in order to refinance the Secured Liabilities at the date hereof;
  - (b) any further obligations and liabilities which may be made by any Finance Party to any Group Company under any agreement expressed to be supplemental to any of the Finance Documents and all interest, fees, and costs in connection therewith;
  - (c) all costs, charges and expenses incurred by the Security Trustee or any of the Finance Parties in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents;
  - (d) any claim for damages or restitution in the event of rescission of any of those obligations or liabilities or otherwise in connection with the Finance Documents;
  - (e) any claim against any Group Company flowing from the recovery by a Group Company of a payment or discharge in

respect of any of those obligations or liabilities on grounds of preference or otherwise; and

(f) any amounts which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings;

### **Securities**

means all stocks, shares, bonds, certificates of deposit, depository receipts, derivatives (including any currency or currency unit, interest rate or commodity hedging arrangement), securities and other interests and rights which are now or may at any time hereafter be owned by any of the Companies or in which the Companies may be legally, beneficially or otherwise interested (and whether held in certificated form or in uncertificated form by a member (whether any of the Companies themselves or a third party) of CREST or any similar system) including, without limitation:

(a) loan capital, indebtedness or liabilities on any account or in any manner owing to any of the Companies both present and future in or from any company which now is or may hereafter become a subsidiary (as defined in section 736 of the Companies Act 1985) of the Company;

(b) the full benefit of all stocks, shares, certificates of deposit, depository receipts and securities which or the certificates for which are now or may at any time hereafter be lodged by the Company or on its behalf with the Security Trustee or held by the Security Trustee or its agents or transferred to or registered in the name of the Security Trustee or its agents or their respective nominees or held by any party other than the relevant Company for or to the order of the Security Trustee at the request of or by arrangement with the relevant Company;

(c) all property or rights of the Companies in respect of any account now or hereafter held

by or for the Company as participant or as beneficiary of a nominee or trustee participant with any clearance or settlement system or depository or custodian or sub-custodian or broker (in each case whether in the UK or elsewhere) relating to stocks, shares, securities, certificates of deposit, depository receipts, securities or other interests or rights whatsoever without limitation; and

(d) all rights in respect of or incidental to the property charged by the Charge;

**Security Trustee** the Bank acting in its capacity as agent and trustee for itself and for each of the Finance Parties;

**Senior Credit Agreement** an agreement dated 14 December 2004 between the Original Borrowers (as defined therein) (1), the Bank as arranger, agent, security trustee and working capital bank (2), and the various financial institutions named therein as original lenders (3), to make available to the Parent and others certain senior credit facilities;

**Senior Finance Documents** the Finance Documents as defined in the Senior Credit Agreement and shall include any senior hedging documents and any other document which the Security Trustee and the Parent (on behalf of the Companies) agree shall be designated a Senior Finance Document; and

**Senior Finance Parties** means the Finance Parties (as defined in the Senior Credit Agreement) and the senior hedging lenders.

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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. 01157638

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A GUARANTEE AND DEBENTURE DATED THE 14th DECEMBER 2004 AND CREATED BY ROLFE & NOLAN LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OF THE COMPANIES TO THE SECURITY TRUSTEE 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 17th DECEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st DECEMBER 2004.

*D. Angel*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES