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CHFP025

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

* insert full name
of Company

COMPANIES FORM No. 395

628016/39

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.

395

Pursuant to section 395 of the Companies Act 1985

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

For official use



Company number

01512178

Name of company

Candover Investments Plc (the Assignor) ✓

Date of creation of the charge

20 September 2007 ✓

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

An assignment of cash deposit dated 20 September 2007 between the Assignor and the BPS
Security Trustee (defined below) (the Deed)

Amount secured by the mortgage or charge

The liabilities of the Assignor to the BPS Secured Parties under clause 2 1(b) of the ROD (the
Secured Liabilities)

Note Capitalised terms not defined on this page are defined in the M395 Continuation Sheet
attached

Please return

via

CH London Counter

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

National Westminster Bank Plc as trustee for the BPS Secured Parties (the BPS Security Trustee)
of 280 Bishopsgate, London

Postcode EC2M 4RB

Presentor's name address and
reference (if any)

Denton Wilde Sapte LLP
One Fleet Place
London EC4M 7WS

KET/RMC/70001 00220

Time critical reference

For official Use (02/00)

Mortgage Section

Post room

MONDAY



LZRQ1TFA

LD3

01/10/2007

438

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See the M395 Continuation Sheet attached

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 Denton Wilde Sapte LLP

Date 01/10/07

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

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

Notes

[†] delete as
appropriate

- 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 must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ.

Name of company

* insert full name
of company

Candover Investments Plc

Short particulars of all the property mortgaged or charged (continued)

1 Assignment

Under Clause 2 (*Assignment*) of the Deed, the Assignor assigned the Deposit absolutely by way of security to the BPS Security Trustee

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2 Nature of Security created

The Security created under the Deed was created

- (a) as a continuing security to secure the payment and discharge of the Secured Liabilities,
- (b) with full title guarantee (except that the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all charges, incumbrances and rights, even if the Assignor did not know and could not reasonably be expected to know about them)

3 Negative pledge

Note that the Assignor may not create or permit to subsist any Security over the Account or the Deposit other than pursuant to the Deed

4 Definitions

In this Form 395

Any reference in this Form 395 to

Account means the account of the Assignor with the Account Bank designated "RBS Re Candover Investments plc" and numbered 22563311 (as that account may from time to time be re-designated or re-numbered), held at the Account Bank's London City Office, PO Box 412, 62/63 Threadneedle Street, London EC2R 8LA (sort code 15-10-00)

Account Bank means The Royal Bank of Scotland plc

BPS Credit Agreement means the credit agreement dated 26 February 2004 and made between Blitz Charter Group Limited, certain banks listed therein as Banks and National Westminster Bank Plc as facility agent, security trustee, issuing bank and Security Trustee

BPS Secured Party means the BPS Agent, the BPS Banks, the BPS Overdraft Banks, the BPS Issuing Bank and the BPS Security Trustee, each as defined in the BPS Credit Agreement

Deposit means all or any of the amounts now or from time to time after the date of the Deed deposited by or on behalf of the Assignor to the credit of the Account, and all other amounts which at any such time may be standing to the credit of the Account, together with any interest accrued or accruing from time to time on any of those amounts (net of Taxes) and all rights of the Assignor in respect of those amounts or the Account

ES Credit Agreement means a credit agreement dated 8 May as amended and restated on 22 December 2000 and made between (1) Evenser Group Limited, (2) Melville Exhibition Services Limited, (3) the Banks (as defined therein), (4) National Westminster Bank Plc as Security Agent, security trustee, (5) the Overdraft Banks (as defined therein) and (6) National Westminster Bank Plc as Issuing Bank and supplemental to a Deed of Accession dated 22 December 2000 and as amended and restated on the 24 December 2001 and on 26 February 2004

ROD means the Residual Obligations Deed dated 26 February 2004 and made between, among others, the Assignor and 7929053 01

Company number

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Name of company

* insert full name
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Candover Investments Plc

the BPS Security Trustee

Security has the meaning given to the term "Encumbrance" in the ES Credit Agreement**Tax** has the meaning given to the term in the ROD

Unless a contrary intention appears, any reference in this Form 395 to

- (a) the **Deed** is a reference to the Deed as amended, varied, novated, supplemented and replaced from time to time,
- (b) the **Account Bank**, the **Assignor**, the **BPS Security Trustee** or any other **BPS Secured Party** includes any one or more of its assigns, transferees and successors in title (in the case of the Account Bank and Assignor, so far as are permitted),
- (c) the **BPS Security Trustee** or any other **BPS Secured Party** includes its duly appointed nominees, attorneys, correspondents, trustees, advisers, agents, delegates and sub-delegates, and
- (d) **liabilities** includes any obligation whether incurred as principal or as surety, whether or not in respect of indebtedness, whether present or future, actual or contingent and whether owed jointly or severally or in any other capacity,

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 01512178

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ASSIGNMENT OF CASH DEPOSIT DATED THE 20th SEPTEMBER 2007 AND CREATED BY CANDOVER INVESTMENTS PUBLIC LIMITED COMPANY FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE BPS SECURED PARTIES 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 1st OCTOBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th OCTOBER 2007

Llc
Stacey



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —