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COMPANIES FORM NO. 395

Particulars of a mortgage or charge**395**

CHFP025

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

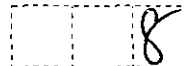
Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

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

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

For official use



Company number

1523920

Name of company

* Cliffeville Limited (**Company**)

*Insert full name
of Company

Date of creation of the charge

6 February 2006

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

Debenture (**Deed**)

Amount secured by the mortgage or charge

All money and liabilities as at the date of the Deed or thereafter due, owing or incurred to 3i by the Company under the Investment Agreement and under the Deed in whatsoever manner in any currency or currencies whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety together with all interest accruing thereon and all costs, charges and expenses incurred in connection therewith (**Secured Obligations**)

cont

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

3i Group plc (Company Number 01142830) (**3i**)

91 Waterloo Road

London

Postcode

SE1 8XP

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

Our Ref: RUANE 11678-2974

Addleshaw Goddard

100 Barbirolli Square

Manchester M2 3AB

Time critical reference

For official Use

Mortgage Section

Post room



AQFT8CZJ

A17
COMPANIES HOUSE

704
16/02/2006

Short particulars of all the property mortgaged or charged

1.1 As a continuing security for the payment of the Secured Obligations the Company hereby charges in favour of 3i with full title guarantee the following assets, both as at the date of the Deed and in future, from time to time owned by the Company or in which the Company is from time to time interested:

- (a) by way of first legal mortgage all the freehold and leasehold property specified in the schedule hereto (if any) together with all buildings and fixtures (including trade fixtures) at any time thereon;
- (b) by way of first legal mortgage all other freehold and leasehold property wherever situated together with all buildings and fixtures (including trade fixtures) at any time thereon;

cont

Please do not write in this margin

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

None

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

Signed

ADRIAN GORDON

Date

18/1/2006

On behalf of mortgagee

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.
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;
- 3 (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, DX: 33050 Cardiff

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Amount secured by the mortgage or charge (continued)

Company Name: Cliffeville Limited

Company No: 1523920

In this form 395 the following terms have the following meanings:

Investment Agreement means the investment agreement dated on or about the date of the Deed and made between (among others) the Company and 3i pursuant to which 3i agreed to make available to the Company a secured loan facility of £325,000 upon the terms thereof

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

Company Name: Cliffeville Limited

Company No: 1523920

- (c) by way of first fixed charge all other interests (not being charged by clauses 1.1(a) or 1.1(b) of the Deed) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;
- (d) by way of first fixed charge all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating to the same;
- (e) by way of first fixed charge all rights and interests of the Company in its Subsidiaries;
- (f) by way of first fixed charge all rights and interests of the Company in and claims under all policies of insurance and all proceeds thereof either as at the date of the Deed or in the future held by, or written in favour of, the Company or in which the Company is otherwise interested;
- (g) by way of first fixed charge all book and other debts, revenues and monetary claims of the Company and all rights and claims of the Company against third parties and against any security in respect of such debts, revenues or claims;
- (h) by way of first fixed charge all monies from time to time standing to the credit of any and all accounts with any bank, financial institution, or other person;
- (i) by way of first fixed charge all Intellectual Property;
- (j) by way of first fixed charge the benefit of all licences, consents, agreements and authorisations held or utilised by the Company in connection with its business or the use of any of its assets; and
- (k) by way of first fixed charge all the goodwill and uncalled capital of the Company.

Notes

- 1 As further continuing security for the payment of the Secured Obligations the Company hereby charges with full title guarantee in favour of 3i by way of first floating charge all its assets and undertaking whatsoever and wheresoever both as at the date of the Deed and in future not effectively charged by way of first fixed charge pursuant to the provisions of clause 3.1 of the Deed.
- 2 3i may, at any time by notice in writing to the Company convert the floating charge created pursuant to clause 3.2 of the Deed above into a fixed charge as regards such assets as it shall specify in the notice in the event that:
 - (a) an Event of Default has occurred and is continuing unremedied or unwaived; or
 - (b) 3i is reasonably of the view that (i) such assets are in danger of being seized or (ii)

any legal process or execution is being enforced against such assets,

and by way of further assurance the Company shall promptly execute a fixed charge over such assets in such form as 3i shall require.

3 If:

- (a) the Company creates (or purports to create) any Security Interest on or over any of the Charged Property not expressed to be subject to a fixed charge under the Deed (a **Floating Charge Asset**) (unless the creation of such Security Interest is permitted in writing by 3i or is permitted under the terms of the Investment Agreement); or
- (b) any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset; or
- (c) any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration or reorganisation of the Company,

the floating charge created by the Deed will automatically (without notice) be converted into a fixed charge over the relevant Floating Charge Asset or, in the circumstances described in clause 3.4(c) of the Deed, all Floating Charge Assets, immediately such event occurs.

4 The Company will at its own expense promptly execute such deeds, assurances, agreements, instruments and otherwise do such acts and things as 3i may reasonably require for perfecting and protecting the security created (or intended to be created) by the Deed or facilitating the realisation thereof or otherwise for enforcing the same or exercising any of 3i's rights hereunder.

Any document required to be executed by the Company pursuant to clause 5 of the Deed will be prepared at the cost of the Company.

5 Except to the extent permitted by the Investment Agreement, during the continuance of the security created by the Deed, the Company will not, without the prior consent in writing of 3i:

- (a) create or agree or attempt to create or permit to subsist (in favour of any person other than 3i) any Security Interest over the whole or any part of the Charged Property; 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) sell, transfer, lease out, lend or otherwise dispose of or cease to exercise direct control over all or any part of the Charged Property or any interest therein (other than assets the subject of the floating charge only on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same or agree or attempt to do so; or
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property.

In this form 395 the following terms shall have the following meanings:

Charged Property means all the assets, property, goodwill and undertaking of the Company from time to time charged or assigned to 3i pursuant to the terms of the Deed

Event of Default means any of the events set out in paragraph 6 of section 2 to the Investment Agreement

Intellectual Property means know how, patents, trade marks, service marks, designs, business names, copyrights, confidential information, computer software and all other intellectual property rights and any interest (including by way of licence) in any of the foregoing (in each case whether registered or not and including all applications for the same)

Security Interest 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

Subsidiary means:

- (a) a subsidiary within the meaning of section 736 of the Companies Act 1985 and
- (b) a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985

The Schedule

Details of Properties

Registered Land

Company	Country and District (or London Borough)	Address or Description	Title Number
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Unregistered Land

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01523920

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 6th FEBRUARY 2006 AND CREATED BY CLIFFEVILLE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO 3I GROUP PLC 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 16th FEBRUARY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th FEBRUARY 2006.

Pangels



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —