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* 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

7

01837522

Name of company

*Balanus Ltd (the *Company*)

Date of creation of the charge

8 May 2009

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 1 attached to this Form 395.

Amount secured by the mortgage or charge

For a description of the amount secured by the Debenture please see Continuation Sheet 2 attached to this Form 395.

All capitalised terms used in this Form 395 shall have the meaning given to them in Continuation Sheets 1, 2 and 4 unless defined elsewhere in this Form 395.

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

Deutsche Bank AG London Branch, Winchester House, Great Winchester Street
London (the *Security Agent*)

Postcode EC2N 2DB

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

FRESHFIELDS BRUCKHAUS
DERINGER LLP
65 FLEET STREET, LONDON
ENGLAND
UNITED KINGDOM EC4Y 1HS
DX 23 LONDON/CHANCERY LAN
136988-0030/DW/JH/KK

Time critical reference

For official use (02/2006)
Mortgage Section

Post room



LD5

28/05/2009
COMPANIES HOUSE

36

THURSDAY

Short particulars of all the property mortgaged or charged

For a description of short particulars of all the property mortgaged or charged by the Debenture please see Continuation Sheet 3 attached to this Form 395.

All capitalised terms used in this Form 395 shall have the meaning given to them in Continuation Sheets 1, 2 and 4 unless defined elsewhere in this Form 395.

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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)

Particulars as to commission allowance or discount (note 3)

N/A

Signed



Date

28 MAY 2009

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. 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.

CONTINUATION SHEET 1

This Continuation Sheet 1 is in respect of a Form 395, submitted on 28 May 2009 regarding a Debenture dated 8 May 2009.

Those capitalised terms used in this Continuation Sheet 1 without definition are defined in Continuation Sheet 4.

DESCRIPTION OF INSTRUMENT (IF ANY) CREATING OR EVIDENCING THE CHARGE

Debenture dated 8 May 2009 made between the Original Chargors and the Security Agent (the *Debenture*).

CONTINUATION SHEET 2

This Continuation Sheet 2 is in respect of a Form 395, submitted on 28 May 2009 regarding a Debenture dated 8 May 2009.

Those capitalised terms used in this Continuation Sheet 2 without definition are defined in Continuation Sheet 4.

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 in any other capacity whatsoever) of the Obligors (or any one or more of them) to the Senior Secured Creditors (or any one or more of them) under or in connection with the Senior Secured Documents, including, without limitation, any Senior Secured Trustee Amounts any premium, interest, penalties, fees, indemnifications, reimbursements and other amounts payable under or in connection with the Senior Secured Documents, together with any related Additional Liabilities owed to any of the Senior Secured Creditors and together also with all costs, charges and expenses incurred by any of the Senior Secured Creditors in connection with the protection, preservation or enforcement of its rights under the Senior Secured Documents (the *Senior Secured Liabilities*).

CONTINUATION SHEET 3

This Continuation Sheet 3 is in respect of a Form 395, submitted on 28 May 2009 regarding a Debenture dated 8 May 2009.

Those capitalised terms used in this Continuation Sheet 3 without definition are defined in Continuation Sheets 1, 2 or 4.

SHORT PARTICULARS OF ALL PROPERTY MORTGAGED OR CHARGED

1. GENERAL

Pursuant to Clause 2.1 (*General*) of the Debenture:

- (a) The Security:
 - (i) is created in favour of the Security Agent;
 - (ii) is created over present and future assets of each Chargor;
 - (iii) is security for the payment, discharge and performance of all the Senior Secured Liabilities only;
 - (iv) is first ranking save for the security granted under the Existing Debenture until such time as the Existing Debenture is terminated in accordance with its terms; and
 - (v) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) If a Chargor assigns or charges or secures its rights under an agreement or asset under the Debenture and the assignment or charge breaches a term of that agreement because a third party's consent has not been obtained:
 - (i) the Chargor must notify the Security Agent immediately;
 - (ii) the assignment or charge will not take effect in relation to all rights under that agreement until that consent is obtained save that such assignment or charge will take effect in relation to all damages, compensation, remuneration, profit, rent or income which that Chargor may derive from that right or be awarded or entitled to in respect of that right;
 - (iii) unless the Security Agent otherwise requires, the Chargor must, and each other Chargor must ensure that the Chargor will, use all reasonable endeavours to obtain the consent as soon as reasonably practicable; and
 - (iv) the Chargor must promptly supply to the Security Agent a copy of the consent obtained by it.
- (c) The Security Agent holds the benefit of the Debenture and the Security on trust for the Senior Secured Creditors.

- (d) The fact that no or incomplete details of any Security Asset are inserted in Schedule 2 (*Security Assets*) of the Debenture or in the schedule to any Deed of Accession (if any) by which any Chargor became party to the Debenture does not affect the validity or enforceability of the Security.

2. LAND

Pursuant to Clause 2.2 (*Land*) of the Debenture:

- (a) Each Chargor charges:
- (i) by way of a first priority legal mortgage all estates or interests in any Mortgaged Property owned by it; and
 - (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of first priority fixed charge all estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives that Chargor a right to occupy or use property (in each case except for any Excluded Property).
- (b) A reference in the Debenture to the Mortgaged Property and any other freehold property includes:
- (i) all buildings, erections, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on that property owned by the relevant Chargor; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the relevant Chargor in respect of that property and any moneys paid or payable in respect of those covenants.

3. INVESTMENTS

Pursuant to Clause 2.3 (*Investments*) of the Debenture:

- (a) Each Chargor charges:
- (i) by way of a first priority mortgage, all shares in any member of the Group owned by it or held by any nominee on its behalf; this includes, but is not limited to, any specified in Part 2 of Schedule 2 (*Security Assets*) of the Debenture opposite its name or in Part 2 of the schedule to any Deed of Accession by which it became party to the Debenture; and
 - (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of a first priority fixed charge its interest in all shares, stocks, debentures, bonds, warrants, coupons or other securities and investments or other interests or participations that confer on a person the right to receive a share of the profits and losses or a distribution of the assets of the relevant member of the Group (including all Cash Equivalents) owned by it or held by any nominee on its behalf.
- (b) A reference in the Debenture to any share, stock, debenture, bond, warrant, coupon or other security or investment includes:

- (i) any dividend, interest or other distribution paid or payable;
- (ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;
- (iii) any right against any clearance system (including any right against CREST or CRESTCo Limited); and
- (iv) any right under any custodian or other agreement (including any right which any Chargor may have under any agreement with a system-user relating to the use of that system-user's account with CREST),

in relation to that share, stock, debenture, bond, warrant, coupon or other security or investment.

4. PLANT AND MACHINERY

Pursuant to Clause 2.4 (*Plant and machinery*) of the Debenture, each Chargor charges by way of a first priority fixed charge all plant and machinery owned by it and its interest in any plant and machinery in its possession.

5. CREDIT BALANCES

Pursuant to Clause 2.5 (*Credit balances*) of the Debenture, each Chargor charges by way of a first priority fixed charge all of its rights in respect of any amount standing to the credit of any account it has with any person and the debt represented by that account.

6. BOOK DEBTS

Pursuant to Clause 2.6 (*Book debts*) of the Debenture, each Chargor charges by way of first priority fixed charge:

- (a) all of its book and other debts;
- (b) all other moneys due and owing to it; and
- (c) the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) above.

7. INSURANCES

Pursuant to Clause 2.7 (*Insurances*) of the Debenture:

- (a) each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all amounts payable to it under or in connection with each of its Insurances and all of its rights in connection with those amounts; and
- (b) to the extent that they are not effectively assigned under paragraph (a) above, each Chargor charges by way of first priority fixed charge all amounts and rights described in paragraph (a) above.

- (c) A reference in Clause 2.7 (*Insurances*) of the Debenture to any amounts excludes all amounts received or receivable under or in connection with any third party liability Insurance and required to settle a liability of an Obligor to a third party.

8. RELEVANT CONTRACTS

Pursuant to Clause 2.8 (*Relevant contracts*) of the Debenture:

- (a) Subject to paragraph (b) below, each Chargor assigns absolutely by way of security, subject to a proviso for re-assignment on redemption, all of its rights in respect of its Relevant Contracts including all damages, compensation, remuneration, profit, rent or income which that Chargor may derive from that right or be awarded or entitled to in respect of that right.
- (b) To the extent that any right described in paragraph (a) above is not assignable or capable of assignment, the assignment of that right purported to be effected by paragraph (a) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which that Chargor may derive from that right or be awarded or entitled to in respect of that right.
- (c) To the extent that they do not fall within any other subclause of Clause 2.8 (*Relevant contracts*) of the Debenture and are not effectively assigned under paragraph (a) or (b) above, each Chargor charges by way of first priority fixed charge all of its rights under each agreement and document to which it is a party.

9. INTELLECTUAL PROPERTY

Pursuant to Clause 2.9 (*Intellectual property*) of the Debenture, each Chargor charges by way of a first priority fixed charge all of its rights in respect of any Intellectual Property Rights; this includes, but is not limited to, any specified in Part 4 of Schedule 2 (*Security Assets*) of the Debenture opposite its name or in Part 4 of the schedule to any Deed of Accession by which it became party to the Debenture.

10. MISCELLANEOUS

Pursuant to Clause 2.10 (*Miscellaneous*) of the Debenture, each Chargor charges by way of a first priority fixed charge:

- (a) any beneficial interest, claim or entitlement it has to any assets of any pension fund;
- (b) its goodwill;
- (c) its interest in any freehold or leasehold property, excluding any Excluded Assets;
- (d) the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset and the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in this paragraph (d);
- (e) its uncalled capital; and

- (f) any agreement to which it is a party except to the extent that it is the subject of any security created under any other term of Clause 2.10 (*Miscellaneous*) of the Debenture.

11. FLOATING CHARGE

Pursuant to Clause 2.11 (*Floating charge*) of the Debenture:

- (a) Each Chargor charges by way of a first priority floating charge all of its assets whatsoever and wheresoever not otherwise effectively mortgaged, charged or assigned under the Debenture.
- (b) Except as provided below, the Security Agent may by notice to a Chargor convert the floating charge created by that Chargor under the Debenture into a fixed charge as regards any of that Chargor's assets specified in that notice, if:
 - (i) a Senior Secured Default has occurred and is continuing;
 - (ii) the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy; or
 - (iii) that Chargor fails to comply, or takes any action which, in the opinion of the Security Agent, is likely to result in it failing to comply with its obligations under paragraph (a) of Clause 4 (*Restrictions on dealing*) of the Debenture.
- (c) The floating charge created under the Debenture may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,under section 1A to the Insolvency Act 1986 or by reason of analogous steps being taken in any other applicable jurisdiction.
- (d) The floating charge created under the Debenture will (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge over all of each Chargor's assets:
 - (i) if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator; or
 - (ii) on the convening of any meeting of the members of that Chargor to consider a resolution to wind that Chargor up (or not to wind that Chargor up) other than a solvent re-organisation permitted under the terms of the Senior Secured Documents.
- (e) The floating charge created under the Debenture is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (f) The giving by the Security Agent of a notice under paragraph (b) above in relation to any asset of a Chargor will not be construed as a waiver or abandonment of the

Security Agent's rights to give any other notice in respect of any other asset or of any other right of any other Senior Secured Creditor under the Debenture or any other Senior Secured Document.

12. EXCLUSION OF EXCLUDED ASSETS FROM FIXED CHARGE

Pursuant to Clause 2.12 (*Exclusion of Excluded Assets from a Fixed Charge*) of the Debenture and notwithstanding any other provision of the Debenture, Security Interests in respect of the Excluded Assets shall be limited to those created by the floating charge in Clause 2.11 (*Floating Charge*) of the Debenture.

13. EXCLUSION OF THE EXCLUDED LC ACCOUNTS

Pursuant to Clause 2.13 (*Exclusion of the Excluded LC Accounts*) of the Debenture and notwithstanding any other provision of the Debenture, the Debenture shall create no Security Interest or any other rights in favour of the Senior Secured Creditors in relation to the Excluded LC Accounts; *provided however* that the Security Interest created by the floating charge in Clause 2.11 (*Floating Charge*) of the Debenture shall apply to any balance remaining in the Excluded LC Accounts once all liabilities under the related letters of credit have been discharged.

14. SECURITY HELD BY CHARGOR

Pursuant to Clause 21.9 (*Security held by Chargor*) of the Debenture, no Chargor may, without the prior consent of the Security Agent, hold any security from any other Obligor in respect of that Chargor's liability under the Debenture. Each Chargor will hold any security held by it in breach of Clause 21.9 (*Security held by Chargor*) of the Debenture on trust for the Security Agent.

15. FURTHER ASSURANCE

Pursuant to Clause 19 (*Further assurances*) of the Debenture each Chargor must, at its own expense, take whatever action the Security Agent or a Receiver may reasonably require for:

- (a) creating, perfecting or protecting any security intended to be created by or pursuant to the Debenture;
- (b) facilitating the realisation of any Security Asset;
- (c) facilitating the exercise of any right, power or discretion exercisable by the Security Agent or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset; or
- (d) creating and perfecting security in favour of the Security Agent (equivalent to the security intended to be created by the Debenture) over any assets of any Chargor located in any jurisdiction outside England and Wales.

This includes:

- (i) the re-execution of the Debenture;

- (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee; and
- (iii) 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.

16. NEGATIVE PLEDGE

Pursuant to Clause 4 (*Restrictions on Dealings*) of the Debenture, no Chargor may:

- (a) create or allow to exist any Security Interest on any of its assets; or
- (b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily dispose of all or any part of its assets,

unless permitted under the Senior Secured Documents.

CONTINUATION SHEET NUMBER 4

This Continuation Sheet 4 is in respect of a Form 395, submitted on 28 May 2009 regarding a Debenture dated 8 May 2009.

Note that in relation to references to Schedule 2 (*Security Assets*) of the Debenture in this Continuation Sheet 4, Schedule 2 (*Security Assets*) of the Debenture is set out in full in Continuation Sheet 5.

DEFINITIONS

Additional Chargor means a member of the Group which becomes a Chargor by executing a Deed of Accession.

Additional Liability means, in relation to a liability, any liability which arises or is incurred as a result of or in connection with:

- (a) any deferral, extension, novation or refinancing of such liability;
- (b) any claim for damages, restitution or otherwise made in connection with such liability;
- (c) any claim against an Obligor resulting from a recovery by such Obligor or any other Person of a payment or discharge in respect of such liability on the grounds of preference or otherwise; and
- (d) any amount (such as post-insolvency interest) 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.

Capital Stock means:

- (a) in the case of a corporation, corporate stock or shares;
- (b) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;
- (c) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and
- (d) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

Cash Equivalents means:

- (a) certificates of deposit;
- (b) any investment in marketable obligations issued or guaranteed by any government or by an instrumentality or agency of any government;

- (c) open market commercial paper;
- (d) investments in money market funds which; or
- (e) any other similar instrument, security or investment.

Castle Holdco 4, Ltd means a company incorporated in the Cayman Islands with registered number WK-182043 and registered office located at Walkers SPY Limited, Walker House, 87 Mary Street, George Town, Grand Cayman KY1-9002, Cayman Islands.

Chargor means each Original Chargor and any Additional Chargor.

CREST means the clearance system operated by CRESTCo Limited.

Deed of Accession means a deed substantially in the form of Schedule 5 (*Form of Deed of Accession*) of the Debenture.

Equity Subscription Agreement means the equity subscription agreement between the Issuer and the other parties thereto entered into in connection with the Schemes.

Escrow Agreement means the escrow agreement dated 26 March 2009 between Castle Holdco 4, Ltd, certain of its Subsidiaries, Deutsche Trustee Company Limited, Deutsche Bank AG, London Branch, Deutsche Bank Luxembourg S.A., Deutsche International Corporate Services (Ireland) Limited and Deutsche Bank AG, as escrow agent.

Event of Default has the meaning given to that term in Section 6.1 (*Events of Default*) of the Indenture.

Excluded Assets means (i) any Excluded Property; (ii) any property or asset to the extent that the grant or perfection of a security interest in such property or asset requires a consent of a counterparty to an applicable contract not obtained after using all commercially reasonable efforts; (iii) any vehicle with a fair market value of less than £35,000; (iv) any other item of personal property with a fair market value of less than £15,000; (v) deposit accounts, escrow accounts and security accounts; and (vi) any property or asset to the extent that the grant or perfection of a security interest in such property or asset requires the consent of any regulatory authority not obtained after using all commercially reasonable efforts; *provided, however*, that Excluded Assets shall not include any proceeds, substitutions or replacements of any Excluded Assets referred to in (ii) or (vi) (unless such proceeds, substitutions or replacements would constitute Excluded Assets referred to in (ii) or (vi), respectively).

Excluded LC Accounts means (i) any deposit accounts, escrow accounts and security accounts relating to any letters of credit and bank guarantees issued by the Royal Bank of Scotland plc in respect of casualty or liability insurance or self insurance provided by Zurich Insurance plc (London Branch) in connection with leased automobiles provided to the Chargors' employees or former employees and (ii) any deposit accounts, escrow accounts and security accounts relating to any letters of credit and bank guarantees issued by the Royal Bank of Scotland plc in connection with the Chargors' investment in Windward Insurance PCC Limited or another protected cell captive necessary to provide capital in respect of potential insurance claims arising out of the Chargors' business, but only to the extent and in amounts necessary to satisfy regulatory requirements.

Excluded Property means (i) any leasehold property now owned or hereafter acquired by any Chargor in respect of which the lease, when granted, reserved a rent which then represented

the market rent for such interest; and (ii) any freehold interest in real property if the greater of the cost and the book value of such interest is less than £50,000.

Existing Debenture means the debenture dated 9 May 2007 granted by Castle Holdco 3, Ltd. and the Issuer, as original chargors, and certain of its subsidiaries, as additional chargors, in favour of Deutsche Bank AG, London Branch as security agent as amended from time to time.

Group means the Issuer and its Subsidiaries.

Guarantee means any guarantee of the obligations of Castle Holdco 4, Ltd under the Indenture and the Securities by any Person in accordance with the provisions of the Indenture.

Guarantor means the Initial Guarantors and any Person that subsequently Incurs a Guarantee; *provided* that upon the release or discharge of such Person from its Guarantee in accordance with the Indenture, such Person ceases to be a Guarantor.

Guarantor Schemes means the schemes of arrangement in respect of each of the Subsidiary Guarantors under section 895 of the Companies Act, sanctioned by the High Court of Justice of England and Wales and the transactions related thereto and contemplated therein.

Holder means the Person in whose name a Security is registered on the Registrar's books.

Incur means issue, assume, guarantee, incur or otherwise become liable for; *provided, however*, that any indebtedness or Capital Stock of a Person existing at the time such Person becomes a Subsidiary (whether by merger, amalgamation, consolidation, acquisition or otherwise) shall be deemed to be Incurred by such Person at the time it becomes a Subsidiary.

Indenture means the senior secured notes indenture dated 8 May 2009 governing the Securities as amended or supplemented from time to time.

Initial Guarantors means Countrywide plc, the Company, Countrywide Estate Agents, Countrywide Estate Agents FS Ltd, Countrywide Franchising Ltd, Countrywide Property Lawyers Ltd, Countrywide Surveyors Ltd and Slater Hogg Mortgages Ltd; *provided* that upon the release or discharge of such Person from its Guarantee in accordance with the Indenture, such Person ceases to be a Guarantor.

Insurance means any contract of insurance held by or on behalf of a Chargor or in relation to which such Chargor has a right to claim.

Intellectual Property Rights means:

- (a) any patents, trade marks, service 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
- (b) the benefit of all applications and rights to use such assets of each Obligor.

Investments means:

- (a) the Shares; and

- (b) all other shares, stocks, debentures, bonds, warrants, coupons and other securities and investments,

which a Chargor purports to mortgage or charge under the Debenture.

Issue Date means the date on which (i) the Indenture is released and becomes effective pursuant to the Escrow Agreement and (ii) the Securities are issued.

Issuer means Castle Holdco 4, Ltd.

Issuer Scheme or **Issuer Schemes** means the schemes of arrangement in respect of the Issuer under section 895 of the Companies Act and section 86 of the Cayman Companies Law sanctioned by the High Court of Justice of England and Wales and the Grand Court of the Cayman Islands and the transactions related thereto and contemplated therein.

Mortgaged Property means all freehold and leasehold property specified in Part 1 of Schedule 2 (Security Assets) of the Debenture or in part 1 of the schedule to any Deed of Accession.

Obligor means the Issuer, each Guarantor and each member of the Group which has any obligation to any Senior Secured Creditors under any of the Senior Secured Documents.

Original Chargors means Castle Holdco 4, Ltd, Countrywide plc, the Company, Countrywide Estate Agents, Countrywide Estate Agents FS Ltd, Countrywide Franchising Ltd, Countrywide Property Lawyers Ltd, Countrywide Surveyors Ltd and Slater Hogg Mortgages Ltd.

Person means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

Receiver means an administrative receiver, a receiver and manager or a receiver, in each case, appointed under the Debenture.

Registrar means one or more registrars and any additional co-registrars maintained by Castle Holdco 4, Ltd to maintain a register outside the UK reflecting ownership of Securities outstanding from time to time

Relevant Contract means in relation to any Chargor:

- (a) any agreement specified in Part 3 of Schedule 2 (*Security Assets*) of the Debenture or in Part 3 of the schedule to any Deed of Accession by which it became party to the Debenture; and
- (b) any other agreement to which that Chargor is a party and which that Chargor and the Security Agent have designated a Relevant Contract.

Scheme means an Issuer Scheme or, as applicable, a Guarantor Scheme and **Schemes** means each of the Issuer Schemes and each of the Guarantor Schemes.

Securities means Castle Holdco 4, Ltd's senior secured 10% notes due 2018 issued under the Indenture.

Securities Creditors means the Trustee (on its own behalf and on behalf of the Holders), the Holders and the Security Agent.

Security means any Security Interest created, evidenced or conferred by or under the Debenture or any Deed of Accession.

Security Assets means all assets of each Chargor the subject of the Security.

Security Documents means the debenture dated as of the Issue Date among Castle Holdco 4, Ltd and the Security Agent and the Initial Guarantors, and any other security document entered into from time to time in favour of the Securities Creditors or any of them in their capacity as Securities Creditors.

Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect.

Senior Secured Creditors means the Trustee (on its own behalf and on behalf of the Holders), the Holders and the Security Agent.

Senior Secured Default means any event which is, or after notice or passage of time or both, would be, an Event of Default under the Indenture.

Senior Secured Documents means the Indenture or other instruments constituting the Securities, the Security Documents, the Guarantees, any other deed, agreement, or instrument entered into or executed pursuant thereto or in connection therewith and any other agreement, indenture or document evidencing liabilities of any Obligor to any Senior Secured Creditor.

Senior Secured Trustee Amounts means:

- (a) amounts incurred by and/or payable to (including by way of costs, charges, expenses or indemnities) each of Deutsche Trustee Company Limited (in its capacity as trustee under the Indenture, the "Trustee") and the Security Agent (in its capacity as security agent for the Senior Secured Creditors) or to any appointee thereof arising under any of the Senior Secured Documents; and
- (b) all other compensation for services provided by the Trustee, any depositary or the Security Agent pursuant to the Senior Secured Documents and all other out of pocket costs and expenses reasonably incurred by any of the Trustee, any depositary and the Security Agent in carrying out its duties or performing its services pursuant to the terms of the Senior Secured Documents (for the avoidance of doubt, Senior Secured Trustee Amounts shall not include any amount of principal or interest payable in respect of the Securities).

Shares means all shares in any member of the Group the subject of the Security.

Subsidiary means, with respect to any Person, (1) any corporation, association or other business entity (other than a partnership, joint venture or limited liability company) of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time of determination owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof, and (2) any partnership, joint venture or limited liability company of which (x) more than 50% of the capital accounts, distribution rights, total equity and voting interests or general and limited

partnership interests, as applicable, are owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof, whether in the form of membership, general, special or limited partnership interests or otherwise, and (y) such Person or any Subsidiary of such Person is a controlling general partner or otherwise controls such entity.

Subsidiary Guarantor means each of Countrywide plc, the Company., Securemove Property Services 2005 Limited, Countrywide Estate Agents, Countrywide Estate Agents FS Ltd., Countrywide Surveyors Ltd., Countrywide Property Lawyers Limited, Slater Hogg Mortgages Ltd., Countrywide Franchising Ltd. and Countrywide Estate Agents (South) Limited.

Trustee means Deutsche Trustee Company Limited until a successor replaces it and, thereafter, means the successor.

CONTINUATION SHEET 5

This Continuation Sheet 5 is in respect of a Form 395, submitted on 28 May 2009 regarding a Debenture dated 8 May 2009.

Those capitalised terms used in this Continuation Sheet 5 without definition are defined in Continuation Sheet 4.

SCHEDULE 2 OF THE DEBENTURE

SECURITY ASSETS

Part 1 REAL PROPERTY

Tenure	Address or Description	Title Number	Registered Proprietor
Freehold	Market House, Market Square, Stony Stratford, MK11 1BE	BM221848	Countrywide Surveyors Limited
Leasehold	238 Southchurch Drive, Clifton, Nottingham, NG11 8AA	NT170915	Countrywide Assured Group PLC (now known as Balanus Limited)
Leasehold	18-20 Cree House, Creechurch Lane, London, EC3A 5AY	NGL756658	Countrywide Assured Group PLC (now known as Balanus Limited)
Freehold	Abotts North, Ash Row, Campsea, Ashe, Woodbridge, JP13 0PJ	SK116943	Hambro Countrywide Estate Agents (now known as Countrywide Estate Agents)
Freehold	BE East, 20 Station Road, Burnham-on-Crouch, CM0 8BQ	EX530895	Countrywide Estate Agents
Freehold	BE East, 18 Station Road, Burnham-on-Crouch, CM0 8BQ	EX781230	Countrywide Estate Agents
Freehold	56 Victoria Road, Mortimer, RG7 3SG	BK352555	Countrywide Estate Agents
Freehold	Dixons, 333 Chester Road, Castle Bromwich, B36 0JG	WM554641	Hambro Countrywide Estate Agents (now known as Countrywide Estate Agents)
Freehold	16 Fore Street, Bodmin, PL31 2HQ	CL63358	Countrywide Estate Agents
Freehold	2a Chapel Street, Mevagissey and 14 Church Street, Mevagissey, PL26 6SS	CL20066	Countrywide Estate Agents
Freehold	Mansion House, 11 Princes	CL63362	Countrywide Estate

Tenure	Address or Description	Title Number	Registered Proprietor
	Street, Truro, TR1 2RF		Agents
Freehold	99 High Street, Honiton, EX14 1PG	DN260506	Countrywide Estate Agents
Freehold	Palmer Snell, 9 Boulevard, Weston Super Mare, BS23 1NN	AV157645	Countrywide Estate Agents
Freehold	Palmer Snell, 53 East Street, Taunton, TA1 3NA	ST63879	Countrywide Estate Agents
Freehold	Restways, High Street, Gillingham, Dorset, SP8 4AA	DT210350	Countrywide Estate Agents
Freehold	45 The Park, Yeovil, BA20 1ER	WS3567	Countrywide Estate Agents
Freehold	32 St. Thomas Street, Weymouth, DT4 8EJ	DT9592	Countrywide Estate Agents
Freehold	Palmer Snell, 18 Chelsea Road, Bath, BA1 3DU	AV164306	Countrywide Estate Agents
Freehold	52 Broad Street, Lyme Regis DT7 3QF	DT203836	Countrywide Estate Agents

**Part 2
SHARES**

Chargor (registered number)	Name of Company (registered number) in which shares are held	Class of Shares Held	Number of Shares Held
Castle Holdco 4, Ltd (WK- 182043)	Countrywide plc (04947152)	Ordinary	100%
Countrywide plc (04947152)	Securemove Property Services 2005 Limited (04542716)	Ordinary	100%
Countrywide plc (04947152)	TitleAbsolute Limited (03958105)	Ordinary	100%
Countrywide plc (04947152)	Trade Partners Ltd. (03287134)	Ordinary	100%
Countrywide plc (04947152)	Balanus Limited (01837522)	Ordinary	100%
Countrywide plc (04947152)	Balanus Limited (01837522)	Deferred	100%
Balanus Ltd (01837522)	Asgard Estates Limited (170928)	Ordinary	100%

Chargor (registered number)	Name of Company (registered number) in which shares are held	Class of Shares Held	Number of Shares Held
Balanus Ltd (01837522)	Big Deal Mortgages Limited (4178876)	Ordinary	100%
Balanus Ltd (01837522)	CAG Overseas Investments Limited (4530942)	Ordinary	100%
Balanus Ltd (01837522)	CEA Holdings Limited (2415173)	Ordinary	100%
Balanus Ltd (01837522)	Leasehold Legal Services Limited (1987857)	Ordinary	100%
Balanus Ltd (01837522)	BE Distinct Limited (4960210)	Ordinary	100%
Balanus Ltd (01837522)	Countrywide Conveyanci ng Limited (1588719)	Ordinary	100%

Chargor (registered number)	Name of Company (registered number) in which shares are held	Class of Shares Held	Number of Shares Held
Balanus Ltd (01837522)	Countrywide Estate Agents (South) Limited (2276358)	Ordinary	100%
Balanus Ltd (01837522)	Countrywide Estate Agents (Unlimited Company) (789476)	Ordinary	100%
Balanus Ltd (01837522)	Countrywide Estate Agents FS Limited (1084123)	Ordinary	100%
Balanus Ltd (01837522)	Countrywide Financial and Insurance Services Limited (1093098)	Ordinary	100%
Balanus Ltd (01837522)	Countrywide Financial Services Limited (4725743)	Ordinary	100%

Chargor (registered number)	Name of Company (registered number) in which shares are held	Class of Shares Held	Number of Shares Held
Balanus Ltd (01837522)	Countrywide Insurance Services Limited (4990102)	Ordinary	100%
Balanus Ltd (01837522)	Countrywide Leasing Limited (2836234)	Ordinary	100%
Balanus Ltd (01837522)	Countrywide Mortgage Services Plc	Ordinary	100%
Balanus Ltd (01837522)	Countrywide Principal Services Limited (1707341)	Ordinary	100%
Balanus Ltd (01837522)	Countrywide Property Lawyers Limited (2066827)	Ordinary	100%
Balanus Ltd (01837522)	Countrywide Surveyors Limited (1954031)	Ordinary	100%
Balanus Ltd (01837522)	Countrywide Surveyors (1994) (2685938)	Ordinary	100%

Chargor (registered number)	Name of Company (registered number) in which shares are held	Class of Shares Held	Number of Shares Held
Balanus Ltd (01837522)	Countrywide Retirement Services Limited (4011892)	Ordinary	100%
Balanus Ltd (01837522)	Kilroy Estate Agents Limited (2836290)	Ordinary	100%
Balanus Ltd (01837522)	HCW Estate Agents Limited (1885499)	Ordinary	100%
Balanus Ltd (01837522)	HCW Group Limited (2447384)	Ordinary	100%
Balanus Ltd (01837522)	HCW Insurance Services Limited (1349864)	A Ordinary	100%
Balanus Ltd (01837522)	Howunalis Limited (1391097)	Ordinary A	100%
Balanus Ltd (01837522)	John D Wood & Co Plc (2058707)	Ordinary	100%

Chargor (registered number)	Name of Company (registered number) in which shares are held	Class of Shares Held	Number of Shares Held
Balanus Ltd (01837522)	Joustroute Limited (2573617)	Ordinary	100%
Balanus Ltd (01837522)	Lets-Cover Limited (4961034)	Ordinary	100%
Balanus Ltd (01837522)	Lets-Insure Limited (4782448)	Ordinary	100%
Balanus Ltd (01837522)	Loyalstone Limited (2544679)	Ordinary	100%
Balanus Ltd (01837522)	Remortgage Conveyanci ng Matters Limited (4782429)	Ordinary	100%
Balanus Ltd (01837522)	RPT Managemen t Services Plc (465446)	Ordinary	100%
Balanus Ltd (01837522)	Slater Hogg Mortgages Limited (4206425)	Ordinary	100%
Balanus Ltd (01837522)	Tablesign Limited (2581420)	Ordinary	100%

Chargor (registered number)	Name of Company (registered number) in which shares are held	Class of Shares Held	Number of Shares Held
Balanus Ltd (01837522)	The Cardinal Mortgage Services Limited (1816172)	Ordinary	100%
Balanus Ltd (01837522)	Umberman Limited (2570230)	Ordinary	100%
Balanus Ltd (01837522)	Waferprime Limited (2570271)	Ordinary	100%
Countrywide Estate Agents (00789476)	Countrywide Residential Lettings Ltd (02995024)	Ordinary	100%
Countrywide Estate Agents (00789476)	Countrywide Residential Managemen t Ltd (02070110)	Ordinary	100%
Countrywide Estate Agents (00789476)	Countrywide Property Auctions Ltd (01506831)	Ordinary	100%
Countrywide Estate Agents (00789476)	Countrywide Corporate Property Services Ltd (05257193)	Ordinary	100%

Chargor (registered number)	Name of Company (registered number) in which shares are held	Class of Shares Held	Number of Shares Held
Countrywide Estate Agents (00789476)	Countrywide Franchising Ltd (03777494)	Ordinary	100%
Countrywide Estate Agents (00789476)	PKL Ltd (01330013)	Ordinary	100%
Countrywide Estate Agents (00789476)	Freeman Forman Letting Limited (03700121)	Ordinary	100%
Countrywide Estate Agents (00789476)	Bureau Properties Limited (01814520)	Ordinary	100%
Countrywide Estate Agents (00789476)	Bureau Estates Ltd (05113673)	Ordinary	100%
Countrywide Estate Agents (00789476)	Countrywide Essex Ltd (01550713)	Ordinary	100%
Countrywide Estate Agents (00789476)	Abbotts Estate Agents Ltd (2598868)	Ordinary	100%

Chargor (registered number)	Name of Company (registered number) in which shares are held	Class of Shares Held	Number of Shares Held
Countrywide Estate Agents (00789476)	Alder King Countrywide Ltd (05257119)	Ordinary	100%
Countrywide Estate Agents (00789476)	Austin & Wyatt Ltd (02995015)	Ordinary	100%
Countrywide Estate Agents (00789476)	Bairstow Eves Central Ltd (02993513)	Ordinary	100%
Countrywide Estate Agents (00789476)	Bairstow Eves East Ltd (01950400)	Ordinary	100%
Countrywide Estate Agents (00789476)	Bairstow Eves East Midlands Ltd (2993869)	Ordinary	100%
Countrywide Estate Agents (00789476)	Bairstow Eves London Central Ltd (2556116)	Ordinary	100%
Countrywide Estate Agents (00789476)	Bairstow Eves London East Ltd (04011903)	Ordinary	100%

Chargor (registered number)	Name of Company (registered number) in which shares are held	Class of Shares Held	Number of Shares Held
Countrywide Estate Agents (00789476)	Bairstow Eves London North Ltd (04207745)	Ordinary	100%
Countrywide Estate Agents (00789476)	Bairstow Eves North East Ltd (02993522)	Ordinary	100%
Countrywide Estate Agents (00789476)	Bairstow Eves North West Ltd (02993551)	Ordinary	100%
Countrywide Estate Agents (00789476)	Bridgfords Ltd (2596997)		100%
Countrywide Estate Agents (00789476)	Carson & Company Estate Agent Ltd (04528594)	Ordinary	100%
Countrywide Estate Agents (00789476)	Chappel & Matthews Ltd (04528593)	Ordinary	100%
Countrywide Estate Agents (00789476)	Countrywide Central Counties Ltd (05255129)	Ordinary	100%

Chargor (registered number)	Name of Company (registered number) in which shares are held	Class of Shares Held	Number of Shares Held
Countrywide Estate Agents (00789476)	Countrywide Country Houses Ltd (03576975)	Ordinary	100%
Countrywide Estate Agents (00789476)	Countrywide Eastern Counties Ltd (05255457)	Ordinary	100%
Countrywide Estate Agents (00789476)	Countrywide North Ltd (02995027)	Ordinary	100%
Countrywide Estate Agents (00789476)	Dixons Estate Agents Ltd (2591220)		100%
Countrywide Estate Agents (00789476)	Entwistle Green Ltd (05255190)	Ordinary	100%
Countrywide Estate Agents (00789476)	Faron Sutaria & Co Ltd (03417389)	Ordinary	100%
Countrywide Estate Agents (00789476)	Frank Innes Countrywide Ltd (05257238)	Ordinary	100%

Chargor (registered number)	Name of Company (registered number) in which shares are held	Class of Shares Held	Number of Shares Held
Countrywide Estate Agents (00789476)	Freeman Forman Ltd (04991003)	Ordinary	100%
Countrywide Estate Agents (00789476)	Fulfords Estate Agents Ltd (04531849)	Ordinary	100%
Countrywide Estate Agents (00789476)	Gascoigne Pees Metropolitan Ltd (05255240)	Ordinary	100%
Countrywide Estate Agents (00789476)	Gascoigne Pees Thames Ltd (05245602)	Ordinary	100%
Countrywide Estate Agents (00789476)	Gascoigne Pees Three Counties Ltd (05245588)	Ordinary	100%
Countrywide Estate Agents (00789476)	Geering & Colyer (Kent) Ltd (5255462)	Ordinary	100%
Countrywide Estate Agents (00789476)	John D Wood & Co (Res. & Agri.) Ltd (2349482)	Ordinary	100%

Chargor (registered number)	Name of Company (registered number) in which shares are held	Class of Shares Held	Number of Shares Held
Countrywide Estate Agents (00789476)	King & Chasemore Ltd (02995008)	Ordinary	100%
Countrywide Estate Agents (00789476)	Land & New Homes Countrywide Ltd (05245827)	Ordinary	100%
Countrywide Estate Agents (00789476)	Mann & Co (Kent) Ltd (00934600)	Ordinary	100%
Countrywide Estate Agents (00789476)	Mann & Co (South East) Ltd (01506885)	Ordinary	100%
Countrywide Estate Agents (00789476)	Mann & Co South West Ltd (02993859)	Ordinary	100%
Countrywide Estate Agents (00789476)	Mann & Co Thames Valley East Ltd (02993628)	Ordinary	100%

Chargor (registered number)	Name of Company (registered number) in which shares are held	Class of Shares Held	Number of Shares Held
Countrywide Estate Agents (00789476)	Mann & Co Thames Valley West Ltd (02993641)	Ordinary	100%
Countrywide Estate Agents (00789476)	Miller Estate Agents Ltd (2517657)	Ordinary	50% (The other share is owned by CEA and Harry Hill)
Countrywide Estate Agents (00789476)	Morris Dibben Ltd (05255464)	Ordinary	100%
Countrywide Estate Agents (00789476)	Palmer Snell Ltd (04528217)	Ordinary	100%
Countrywide Estate Agents (00789476)	Palmer Snell South Ltd (04782456)	Ordinary	100%
Countrywide Estate Agents (00789476)	R A Bennett & Partners Ltd (01072541)	Ordinary	100%
Countrywide Estate Agents (00789476)	Slater Hogg & Howison Ltd (5255203)	Ordinary	100%

Chargor (registered number)	Name of Company (registered number) in which shares are held	Class of Shares Held	Number of Shares Held
Countrywide Estate Agents (00789476)	Stratton Creber Ltd (5245807)	Ordinary	100%
Countrywide Estate Agents (00789476)	Taylor's (West) Ltd (2110448)	Ordinary	100%
Countrywide Estate Agents (00789476)	Taylor's Estate Agents Ltd (2596967)	Ordinary	100%
Countrywide Estate Agents (00789476)	Taylor's South West Ltd (2994127)	Ordinary	100%
Countrywide Estate Agents (00789476)	Watson Bull & Porter Ltd (02995017)	Ordinary	100%
Countrywide Estate Agents (00789476)	Bairstow Eves Kent Ltd (2994057)	Ordinary	100%
Countrywide Estate Agents (00789476)	Bairstow Eves London South Ltd (2993555)	Ordinary	100%

Chargor (registered number)	Name of Company (registered number) in which shares are held	Class of Shares Held	Number of Shares Held
Countrywide Estate Agents (00789476)	Bairstow Eves West London Ltd (3840281)	Ordinary	100%
Countrywide Estate Agents (00789476)	BBG Estate Agencies (288576)		100%
Countrywide Estate Agents (00789476)	Beresford Adams Ltd (2995013)	Ordinary	100%
Balanus Limited (01837522)	Bridgfords Countrywide Ltd (1977906)		100%
Countrywide Estate Agents (00789476)	Bridgfords North West Ltd (3849960)	Ordinary	100%
Countrywide Estate Agents (00789476)	Countrywide Lending Solutions Ltd (5246361)	Ordinary	100%

Chargor (registered number)	Name of Company (registered number) in which shares are held	Class of Shares Held	Number of Shares Held
Countrywide Estate Agents (00789476)	Countrywide Estate Agents Nominees Ltd (1875079)		100%
Countrywide Estate Agents (00789476)	Countrywide Home Inspectors Ltd (3849927)	Ordinary	100%
Countrywide Estate Agents (00789476)	Countrywide Managemen t Services Ltd (2836230)		100%
Countrywide Estate Agents (00789476)	Countrywide Part Exchange Solutions Ltd (5257336)	Ordinary	100%
Countrywide Estate Agents (00789476)	Countrywide Property Care Solutions Ltd (5257334)	Ordinary	100%

Chargor (registered number)	Name of Company (registered number) in which shares are held	Class of Shares Held	Number of Shares Held
Countrywide Estate Agents (00789476)	Countrywide Property Managemen t Services Ltd (2865574)		100%
Countrywide Estate Agents (00789476)	Countrywide Property Services Ltd (2865606)		100%
Balanus Limited (01837522)	Countrywide Relocation Solutions Ltd (2836281)	Ordinary	100%
Countrywide Estate Agents (00789476)	Countrywide Repossessio n Solutions Ltd (5257181)	Ordinary	100%
Countrywide Estate Agents (00789476)	Countrywide Residential Consultancy Ltd (3482180)		100%
Countrywide Estate Agents (00789476)	Homeowner Card Ltd (2960025)	Ordinary	100%

Chargor (registered number)	Name of Company (registered number) in which shares are held	Class of Shares Held	Number of Shares Held
Countrywide Estate Agents (00789476)	Mann & Co Ltd (1093310)		100%
Countrywide Estate Agents (00789476)	Mann Countrywide Ltd (975373)		100%
Countrywide Estate Agents (00789476)	Newcrest Managemen t Services Ltd	Ordinary	100%
Countrywide Estate Agents (00789476)	Relocation Solutions Countrywide Ltd (4530945)		100%
Countrywide Estate Agents (00789476)	Securemove Home Inspectors Ltd (5257332)	Ordinary	100%
Countrywide Estate Agents (00789476)	Simply Call Mortgages Ltd (5257212)	Ordinary	100%
Countrywide Estate Agents (00789476)	Spencers Estate Agents Ltd (1651392)	Ordinary	100%

Chargor (registered number)	Name of Company (registered number) in which shares are held	Class of Shares Held	Number of Shares Held
Countrywide Estate Agents (00789476)	Sykes Waterhouse Ltd (5255150)	Ordinary	100%
Countrywide Estate Agents (00789476)	Andrew Butler Limited (6003217)	Ordinary	100%
Countrywide Estate Agents (00789476)	Beresford Adams East Ltd (6003246)	Ordinary	100%
Countrywide Estate Agents (00789476)	Mainstream Property Solutions Limited (6003222)	Ordinary	100%
Countrywide Estate Agents (00789476)	Morris Dibben Limited (5255464)	Ordinary	100%
Countrywide Estate Agents (00789476)	Premier Estate Managemen t Limited (5978734)	Ordinary	100%

Chargor (registered number)	Name of Company (registered number) in which shares are held	Class of Shares Held	Number of Shares Held
Countrywide Estate Agents (00789476)	Residential Estate Managemen t Limited (5979172)	Ordinary	100%
Countrywide Estate Agents (00789476)	Hurst Managemen t Services Limited (5984476)	Ordinary	100%
Countrywide Estate Agents (00789476)	West Country Property Auctions Limited (5984486)	Ordinary	100%
Countrywide Estate Agents (00789476)	Executive Property Services Residential Limited (4535614)	Ordinary	100%
Countrywide Estate Agents (00789476)	Housemans Managemen t Company Limited (3144048)	Ordinary	100%

Chargor (registered number)	Name of Company (registered number) in which shares are held	Class of Shares Held	Number of Shares Held
Countrywide Estate Agents (00789476)	Housemans Managemen t Secretarial Limited (5080533)	Ordinary	100%
Countrywide Estate Agents FS Ltd (01084123)			
Countrywide Franchising Ltd (03777494)			
Countrywide Property Lawyers Ltd (02066827)			
Countrywide Surveyors Ltd (01954031)	Countrywide Home Information Pack Limited (3980477)	Ordinary	100%
Countrywide Surveyors Ltd (01954031)	Harvey Donaldson & Gibson Limited (SC64402)	Ordinary	100%

Chargor (registered number)	Name of Company (registered number) in which shares are held	Class of Shares Held	Number of Shares Held
Countrywide Surveyors Ltd (01954031)	Home Information Pack Limited (3980649)	Ordinary	100%
Countrywide Surveyors Ltd (01954031)	Kean Kennedy Ltd. (SC260813)		100%
Countrywide Surveyors Ltd (01954031)	Palmer Snell Fulfords Surveyors Limited (3849943)	Ordinary	100%
Countrywide Surveyors Ltd (01954031)	Securemove Property Services Limited (5255192)	Ordinary	100%
Slater Hogg Mortgages Ltd (04206425)			

Part 3
RELEVANT CONTRACTS

In relation to each Chargor the Relevant Contracts are:

- (a) each intercompany loan to which such Chargor is a party; and
- (b) the Equity Subscription Agreement.

Part 4
SPECIFIC INTELLECTUAL PROPERTY RIGHTS

Chargor (registered number)	Type	Description	Country	Registration No.
Countrywide plc (04947152)	Trade Mark	Countrywide Surveyors (word and new logo of two squares)	UK	2440575
Balanus Ltd (01837522)	Trade Mark	Abbotts	UK	1299226 merged into 1299228
Balanus Ltd (01837522)	Trade Mark	Abbotts	UK	1299227 merged into 1299228
Balanus Ltd (01837522)	Trade Mark	Abbotts	UK	1299228
Balanus Ltd (01837522)	Trade Mark	Bairstow Eves	UK	B1299231 merged into 1299233
Balanus Ltd (01837522)	Trade Mark	Bairstow Eves	UK	B1299232 merged into 1299233
Balanus Ltd (01837522)	Trade Mark	Bairstow Eves	UK	1299233
Balanus Ltd (01837522)	Trade Mark	Bridgfords	UK	1299240 merged into 1299242
Balanus Ltd (01837522)	Trade Mark	Bridgfords	UK	1299241 merged into 1299242
Balanus Ltd (01837522)	Trade Mark	Bridgfords	UK	1299242
Balanus Ltd (01837522)	Trade Mark	Mandrake	UK	1299253 expired on 27.01.08 & no longer used
Balanus Ltd (01837522)	Trade Mark	Mann & Co	UK	1299254 merged into 1299258
Balanus Ltd (01837522)	Trade Mark	Mann & Co	UK	1299255 merged into 1299258
Balanus Ltd (01837522)	Trade Mark	Mann & Co	UK	1299256 merged into 1299258
Balanus Ltd (01837522)	Trade Mark	Mann & Co	UK	1299257 merged into 1299258

Chargor (registered number)	Type	Description	Country	Registration No.
Balanus Ltd (01837522)	Trade Mark	Mann & Co	UK	1299258
Balanus Ltd (01837522)	Trade Mark	Taylors	UK	1299261
Balanus Ltd (01837522)	Trade Mark	Countrywide Surveyors and Device	UK	B1405400 expired 30.10.06 & no longer used
Balanus Ltd (01837522)	Trade Mark	Countrywide Surveyors and Device	UK	B1405401 expired on 30.10.06 & no longer used
Balanus Ltd (01837522)	Trade Mark	Countrywide Surveyors and Device	UK	B1405402 expired on 30.10.06 and no longer used
Balanus Ltd (01837522)	Trade Mark	Watson Bull and Porter (words and device)	UK	2204003
Balanus Ltd (01837522)	Trade Mark	King and Chasemore (words and device)	UK	2204006
Balanus Ltd (01837522)	Trade Mark	Faron Sutaria (words and device)	UK	2204004
Balanus Ltd (01837522)	Trade Mark	Austin and Wyatt (words and device)	UK	2204882
Balanus Ltd (01837522)	Trade Mark	Beresford Adams (words and device)	UK	2204881
Balanus Ltd (01837522)	Trade Mark	John D Wood and Co. (words and device)	UK	2204885
Balanus Ltd (01837522)	Trade Mark	Countrywide Residential Lettings (words and device)	UK	2205388
Balanus Ltd (01837522)	Trade Mark	Countrywide Property Management (words and device)	UK	2205387

Chargor (registered number)	Type	Description	Country	Registration No.
Balanus Ltd (01837522)	Trade Mark	Dixons Estate Agents (words and device)	UK	2213455
Balanus Ltd (01837522)	Trade Mark	Spencers (words and device)	UK	2213456
Balanus Ltd (01837522)	Trade Mark	Bairstow Eves Countrywide (words and device)	UK	2223447
Balanus Ltd (01837522)	Trade Mark	Rightmove.co.uk (Assigned) (words and device)	UK	2223432 (Assigned & no longer used)
Balanus Ltd (01837522)	Trade Mark	Countrywide Assured Group plc Homeowner Card (words and device)	UK	2298409 (no longer used)
Countrywide Estate Agents (00789476)	Trade Mark	Miller (word and device)	UK	2029761
Countrywide Estate Agents (South) Limited (2276358) (beneficially owned by Countrywide Estate Agents)	Trade Mark	Viner Carew (words)	UK	1531116
Countrywide Estate Agents (South) Limited (2276358) (beneficially owned by Countrywide Estate Agents)	Trade Mark	Chappell & Matthews (words)	UK	1530780
Countrywide Estate Agents (South) Limited (2276358) (beneficially owned by Countrywide Estate Agents)	Trade Mark	Palmer Snell (words)	UK	1531610

Chargor (registered number)	Type	Description	Country	Registration No.
Countrywide Estate Agents (South) Limited (2276358) (beneficially owned by Countrywide Estate Agents)	Trade Mark	In property since 1863 Fulfords Auctioneers, Estate Agents, Valuers Street Ahead (words & device)	UK	1281429
Countrywide Estate Agents (South) Limited (2276358) (beneficially owned by Countrywide Estate Agents)	Trade Mark	Mortgage Matters at Fulfords Streets Ahead (device & words)	UK	2292158A (device) 2292158B (words)
Countrywide Estate Agents (South) Limited (2276358) (beneficially owned by Countrywide Estate Agents)	Trade Mark	Mortgages Matters at Chappell & Matthews (device & words)	UK	2292164A (device) 2292165B (words)
Countrywide Estate Agents (South) Limited (2276358) (beneficially owned by Countrywide Estate Agents)	Trade Mark	Mortgage Matters at Palmer Snell (device & words)	UK	2292165A (device) 2292165B (words)
Countrywide Estate Agents (South) Limited (2276358) (beneficially owned by Countrywide Estate Agents)	Trade Mark	Mortgage Matters at Carson & Company (device & words)	UK	2292167A (device) 2292167B (words)
Bureau Properties Limited (1814520) (beneficially owned by Countrywide Estate Agents)	Trade Mark	Adkin	UK	2145293

Chargor (registered number)	Type	Description	Country	Registration No.
Bureau Properties Limited (1814520) (beneficially owned by Countrywide Estate Agents)	Trade Mark	Alan de Maid	UK	2145319
Bureau Properties Limited (1814520) (beneficially owned by Countrywide Estate Agents)	Trade Mark	Alder King	UK	B1480119
Bureau Properties Limited (1814520) (beneficially owned by Countrywide Estate Agents)	Trade Mark	Ambrose	UK	1476034
Bureau Properties Limited (1814520) (beneficially owned by Countrywide Estate Agents)	Trade Mark	Buckell & Ballard	UK	B1476036
Bureau Properties Limited (1814520) (beneficially owned by Countrywide Estate Agents)	Trade Mark	Entwistle Green	UK	B1476047
Bureau Properties Limited (1814520) (beneficially owned by Countrywide Estate Agents)	Trade Mark	Evans and Evans	UK	2145700
Bureau Properties Limited (1814520) (beneficially owned by Countrywide Estate Agents)	Trade Mark	Frank Inness	UK	1476026

Chargor (registered number)	Type	Description	Country	Registration No.
Bureau Properties Limited (1814520) (beneficially owned by Countrywide Estate Agents)	Trade Mark	Gascoigne-Pees	UK	1476049
Bureau Properties Limited (1814520) (beneficially owned by Countrywide Estate Agents)	Trade Mark	Januarys	UK	1476656
Bureau Properties Limited (1814520) (beneficially owned by Countrywide Estate Agents)	Trade Mark	Locke & England	UK	1476028
Bureau Properties Limited (1814520) (beneficially owned by Countrywide Estate Agents)	Trade Mark	Morris Dibben	UK	2145873
Bureau Properties Limited (1814520) (beneficially owned by Countrywide Estate Agents)	Trade Mark	Parkinsons	UK	2188444
Bureau Properties Limited (1814520) (beneficially owned by Countrywide Estate Agents)	Trade Mark	Poulters	UK	2145333
Bureau Properties Limited (1814520) (beneficially owned by Countrywide Estate Agents)	Trade Mark	Rafferty Buckland	UK	2145331

Chargor (registered number)	Type	Description	Country	Registration No.
Bureau Properties Limited (1814520) (beneficially owned by Countrywide Estate Agents)	Trade Mark	Geering Colyer	UK	B1476051
Bureau Properties Limited (1814520) (beneficially owned by Countrywide Estate Agents)	Trade Mark	Rumsey & Rumsey	UK	1476065
Bureau Properties Limited (1814520) (beneficially owned by Countrywide Estate Agents)	Trade Mark	Slater Hogg & Howison	UK	2145329
Bureau Properties Limited (1814520) (beneficially owned by Countrywide Estate Agents)	Trade Mark	Stimpsons	UK	1476067
Bureau Properties Limited (1814520) (beneficially owned by Countrywide Estate Agents)	Trade Mark	Storey Sons & Parker	UK	1476030m (no longer used)
(1814520) (beneficially owned by Countrywide Estate Agents)	Trade Mark	Stratton Creber	UK	2145328
Bureau Properties Limited (1814520) (beneficially owned by Countrywide Estate Agents)	Trade Mark	Stratton Creber Commercial	UK	2148844

Chargor (registered number)	Type	Description	Country	Registration No.
Bureau Properties Limited (1814520) (beneficially owned by Countrywide Estate Agents)	Trade Mark	Stratton Creber Rural	UK	2146830
Bureau Properties Limited (1814520) (beneficially owned by Countrywide Estate Agents)	Trade Mark	Sykes Waterhouse	UK	1476061
Bureau Properties Limited (1814520) (beneficially owned by Countrywide Estate Agents)	Trade Mark	Taylor & Co	UK	1476032
Bureau Properties Limited (1814520) (beneficially owned by Countrywide Estate Agents)	Trade Mark	Wilson Peacock	UK	2145327
Bureau Properties Limited (1814520) (beneficially owned by Countrywide Estate Agents)	Trade Mark	Securemove Secure Move	UK	2328808
Ashton Burkinshaw Limited (3170564) (beneficially owned by Countrywide Estate Agents)	Trade Mark	ab about letting (logo) 2 marks (one in black & white)	UK	2350874
Ashton Burkinshaw Limited (3170564) (beneficially owned by Countrywide Estate Agents)	Trade Mark	ab about sales ashton burkinshaw (words & logo) 2 marks (one in black & white)		2354804

Chargor (registered number)	Type	Description	Country	Registration No.
Ashton Burkinshaw Limited (3170564) (beneficially owned by Countrywide Estate Agents)	Trade Mark	Ashton Burkinshaw (words)	UK	2361144

Part 5
SECURITY ACCOUNTS

Chargor (registered number)	Bank	Sort Code	Account Number
Castle Holdco 4, Ltd. (WK-182043)	Royal Bank of Scotland plc	60-00-01	39340430
Castle Holdco 4, Ltd. (WK-182043)	Royal Bank of Scotland plc	60-00-01	39342409
Countrywide plc (04947152)	Anglo Irish Bank		1104590
Countrywide plc (04947152)	Bank of Ireland		01-3376908-8
Countrywide plc (04947152)	Bank of Scotland Corporate	80-20-00	6054383
Countrywide plc (04947152)	Barclays Global Investors Ireland Ltd.		COUA 100040
Countrywide plc (04947152)	Fidelity Investment Management (Ireland) Limited		COUA 103609
Countrywide plc (04947152)	Royal Bank of Scotland plc	60-00-01	39232018
Countrywide plc (04947152)	Royal Bank of Scotland plc	60-00-01	39308960
Countrywide plc (04947152)	Royal Bank of Scotland plc	60-00-01	39233030
Countrywide plc (04947152)	Fortis Bank	40-52-62	39990703
Balanus Ltd (01837522)	Royal Bank of Scotland plc	60-00-01	39233057
Balanus Ltd (01837522)	Fortis Bank	40-52-62	22340001
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232050
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232069

Chargor (registered number)	Bank	Sort Code	Account Number
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232077
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232085
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232093
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232107
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232794
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232131
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232158
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232166
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232174
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232190
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232204
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232212
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232220
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232239
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232247
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232255

Chargor (registered number)	Bank	Sort Code	Account Number
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232263
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232271
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232298
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232301
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232328
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232336
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232344
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232352
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232360
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232379
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232387
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39270351
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39233014
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39233022
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232409
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232425

Chargor (registered number)	Bank	Sort Code	Account Number
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232468
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232484
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232492
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232506
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232514
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232522
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232530
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232549
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232557
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232573
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	56-00-49	43561403
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	56-00-49	43561438
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232581
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232603
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232662
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232778

Chargor (registered number)	Bank	Sort Code	Account Number
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232786
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232808
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232816
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232824
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39232840
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39341615
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-24-36	70054657
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	76701131
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	36394955
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39257223
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	76701166
Countrywide Estate Agents (00789476)	Royal Bank of Scotland plc	60-00-01	39216713
Countrywide Estate Agents (00789476)	Fortis Bank	40-52-62	22510052
Countrywide Estate Agents (00789476)	Fortis Bank	40-52-62	36254101
Countrywide Estate Agents (00789476)	Fortis Bank	40-52-62	36254102
Countrywide Estate Agents (00789476)	Fortis Bank	40-52-62	22310089

Chargor (registered number)	Bank	Sort Code	Account Number
Countrywide Estate Agents (00789476)	Lloyds Bank plc	30-00-02	2058338
Countrywide Estate Agents (00789476)	Lloyds Bank plc	30-00-02	1670072
Countrywide Estate Agents FS Ltd (01084123)	Royal Bank of Scotland plc	53-70-11	72547731
Countrywide Estate Agents FS Ltd (01084123)	Royal Bank of Scotland plc	53-70-11	72182652
Countrywide Estate Agents FS Ltd (01084123)	Royal Bank of Scotland plc	56-00-49	43529127
Countrywide Estate Agents FS Ltd (01084123)	Royal Bank of Scotland plc	56-00-49	43561446
Countrywide Estate Agents FS Ltd (01084123)	Royal Bank of Scotland plc	60-24-37	70054703
Countrywide Estate Agents FS Ltd (01084123)	Fortis Bank	40-52-62	1222400-68
Countrywide Franchising Ltd (03777494)	Royal Bank of Scotland plc	60-00-01	39238245
Countrywide Property Lawyers Ltd (02066827)	Royal Bank of Scotland plc	60-00-01	39355349
Countrywide Property Lawyers Ltd (02066827)	Royal Bank of Scotland plc	60-00-01	39355314
Countrywide Property Lawyers Ltd (02066827)	Royal Bank of Scotland plc	60-00-01	39355373

Chargor (registered number)	Bank	Sort Code	Account Number
Countrywide Property Lawyers Ltd (02066827)	Royal Bank of Scotland plc	60-00-01	39355403
Countrywide Surveyors Ltd (01954031)	Royal Bank of Scotland plc	60-03-25	20540426
Slater Hogg Mortgages Ltd (04206425)	Royal Bank of Scotland plc	53-70-11	72548703
Slater Hogg Mortgages Ltd (04206425)	Fortis Bank	40-52-62	1403782-01



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1837522
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 8 MAY 2009
AND CREATED BY BALANUS LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE OBLIGORS (OR
ANY ONE OR MORE OF THEM) TO THE SENIOR SECURED
CREDITORS (OR ANY ONE OR MORE OF THEM) ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 28
MAY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 JUNE 2009

D x / LH



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES