

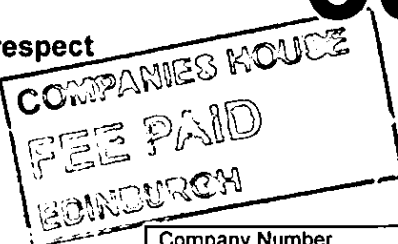
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COMPANIES FORM No. 395

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.



CHFP025

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 black lettering

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

Company Number
01911331

For official use

2

Name of company

* insert full name of company

Whittle Jones Group Limited (the "Company")

Date of creation of the charge

27 February 2009

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

Debenture (the "Debenture")

Amount secured by the mortgage or charge

See Schedule 2

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

Bank of Scotland plc at 2nd Floor, New Uberior House, 11 Earl Grey Street, Edinburgh as security trustee for the Secured Parties (as defined in Schedule 1) or any person appointed as security trustee from time to time in accordance with the terms of the Facility Agreement (the "Security Trustee")

Postcode EH3 9BN

Presentor's name address and reference (if any): BAN/5/2691/SYR
Burness LLP
50 Lothian Road
Edinburgh EH3 9WJ

Tel: 0131 473 6112

Time Critical Reference

For official use (02/00)
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged.

Please do not write in this margin

See Schedule 3

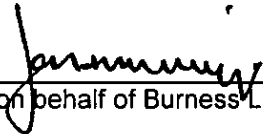
Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission, allowance or discount (note 3)

N/A

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

Signed



Date:

9/3/09.

For and on behalf of Burness LLP

On behalf of 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 must be payable to Companies House.
6. The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Schedules to Form 395 relating to the Debenture entered into by, among others, Whittle Jones Group Limited (Company No: 01911331) and the Security Trustee dated 27 February 2009

**SCHEDULE 1
DEFINITIONS**

In this form 395:

"Accession Letter" has the meaning ascribed to it in the Facility Agreement.

"Account(s)" means any account opened or maintained by a Company with the Security Trustee or any other person (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights.

"Agent" has the meaning ascribed to it in the Facility Agreement.

"Ancillary Document" means each document relating to or evidencing the terms of an Ancillary Facility.

"Ancillary Facility" means any ancillary facility made available by an Ancillary Lender in accordance with the Facility Agreement.

"Ancillary Lender" has the meaning ascribed to it in the Facility Agreement.

"Arrangers" has the meaning ascribed to it in the Facility Agreement.

"Assigned Account" means any Mandatory Prepayment Account or Holding Account and any other Account that may from time to time be identified in writing as an Assigned Account by the Parent and the Security Trustee and/or the Agent.

"Charged Assets" means all of the assets and undertaking of the Obligors which from time to time are the subject of the security created, or expressed to be created in favour of the Security Trustee by or pursuant to the Debenture and any Mortgage.

"Charged Property" means each freehold, heritable and leasehold property which is charged to the Security Trustee pursuant to a Transaction Security Document.

"Compliance Certificate" has the meaning ascribed to it in the Facility Agreement.

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Agent or Security Trustee.

"Event of Default" has the meaning ascribed to it in the Facility Agreement;

"Facility Agreement" means the facility agreement dated 27 February 2009 made between the Parent, certain of the Parent's subsidiaries as borrowers and original guarantors, the Arrangers, the Original Lenders, the Agent and the Security Trustee,

each as defined in such agreement, as amended, varied, novated or supplemented from time to time.

"Fee Letter" means:

- (a) any letter or letters dated on or about the date of the Facility Agreement between the Arrangers and the Parent (or the Agent and the Parent or the Security Trustee and the Parent) setting out any of the fees referred to in the Facility Agreement; and
- (b) any agreement setting out fees payable to a Finance Party referred to in the Facility Agreement or under any other Finance Document.

"Finance Documents" means the Facility Agreement, any Accession Letter, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, any Resignation Letter, any Transfer Certificate and the Transaction Security Documents and any other document designated as such by the Agent and the Parent.

"Finance Party" means the Agent, the Arrangers, the Security Trustee, a Lender, an Ancillary Lender or a Hedge Bank.

"Group" means the Parent and its Subsidiaries for the time being.

"Hedge Bank" has the meaning ascribed to it in the Facility Agreement.

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by the Parent and a Hedge Bank for the purpose of hedging interest rate liabilities in relation to the term facility in accordance with the terms of the Facility Agreement.

"Holding Account" has the meaning ascribed to it in the Facility Agreement.

"Insurance Policy" means any policy of insurance in which the Company may from time to time have an interest.

"Intellectual Property" means 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, the benefit of all applications and rights to use such assets and all Related Rights.

"Investments" means:

- (a) any stocks, shares, debentures, securities and certificates of deposit;
- (b) all interests in collective investment schemes; and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly by or to the order of the Company or by any security trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such Security Trustee, nominee, fiduciary or clearance system).

“Lender” has the meaning ascribed to it in the Facility Agreement.

“Mandatory Prepayment Account” has the meaning ascribed to it in the Facility Agreement.

“Monetary Claims” means any book and other debts and monetary claims owing to the Company and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company).

“Mortgage” means a mortgage or legal charge in respect of all or any part of the Real Property in accordance with the provisions contained in the Debenture.

“Obligor” has the meaning ascribed to it in the Facility Agreement.

“Original Lenders” has the meaning ascribed to it in the Facility Agreement.

“Parent” means Northern Trust Group Limited (Company Number 2776907) with its registered office at Lynton House, Ackhurst Park, Foxhole Road, Chorley, Lancashire, PR7 1NY.

“Real Property” means:

- (a) any freehold, leasehold or immovable property; and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,

and includes all Related Rights.

“Receiver” means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Assets and/or the Charged Property.

“Related Rights” means, in relation to any asset,

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and

(d) any monies and proceeds paid or payable in respect of that asset.

“Resignation Letter” has the meaning ascribed to it in the Facility Agreement.

“Secured Parties” means each Finance Party from time to time party to the Facility Agreement, any Receiver or Delegate and each Hedge Bank.

“Security” 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.

“Specific Contracts” means Hedging Agreements.

“Subsidiary” means a subsidiary within the meaning of Section 1159 of the Companies Act 2006.

“Tangible Moveable Property” means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights.

“Transaction Security” means the Security created or expressed to be created in favour of the Security Trustee pursuant to the Transaction Security Documents.

“Transaction Security Documents” means each of the documents listed as being a Transaction Security Document in the Facility Agreement (including the Debenture) and any document required to be delivered to the Agent under the Facility Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents.

“Transfer Certificate” has the meaning ascribed to it in the Facility Agreement.

SCHEDULE 2

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

All obligations which the Company may at any time have to the Security Trustee (whether for its own account or as security trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to the Finance Documents (including the Debenture and any Mortgage) including any liability in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity). Provided that neither any covenant nor security constituted by the Debenture or any Mortgage shall extend to or include any liability or sum which would, but for such proviso, cause such covenant or security to be unlawful or prohibited by any applicable law (the **"Secured Obligations"**).

SCHEDULE 3
SHORT PARTICULARS OF ALL THE PROPERTY CHARGED

Assignments, Fixed And Floating Charges

In the Debenture the Company:

- (a) charged with full title guarantee in favour of the Security Trustee as security trustee for the Secured Parties as security for payment and discharge of the Secured Obligations by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Company at the date of the Debenture shall be a charge by way of legal mortgage) all the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party):
 - (i) the Real Property;
 - (ii) the Tangible Moveable Property;
 - (iii) the Account(s);
 - (iv) the Intellectual Property;
 - (v) any goodwill and rights in relation to the uncalled capital of the Company;
 - (vi) all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture and all Related Rights.
- (b) assigned with full title guarantee to the Security Trustee as security trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party):
 - (i) the proceeds of any Insurance Policy and all Related Rights;
 - (ii) all rights and claims in relation to any Assigned Account; and
 - (iii) the Specific Contracts.
- (c) charged with full title guarantee in favour of the Security Trustee as security trustee for the Secured Parties as security for the Secured Obligations by way of first floating charge the whole of the Company's assets and undertaking at and after the date of the Debenture.

- (d) The floating charge created by paragraph (c) above shall be deferred in point of priority to all fixed Security validly and effectively created by the Company under the Finance Documents in favour of the Security Trustee as security trustee for the Secured Parties as security for the Secured Obligations.
- (e) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to the Debenture.

NOTE 1: CRYSTALLISATION OF FLOATING CHARGE

- (a) The Security Trustee may at any time by notice in writing to the Company convert the floating charge created by paragraph (c) above with immediate effect into a fixed charge as regards any property or assets specified in the notice if:
 - (i) an Event of Default has occurred and is continuing; or
 - (ii) the Security Trustee reasonably considers that any of the Charged Assets may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or
 - (iii) the Security Trustee reasonably considers that it is desirable in order to protect the priority of the security.
- (b) Notwithstanding paragraph (a) and without prejudice to any law which may have a similar effect, the floating charge will automatically be converted (without notice) with immediate effect into a fixed charge as regards all the assets subject to the floating charge if:
 - (i) the Company creates or attempts to create any Security (other than any Security permitted under clause 24.5 of the Facility Agreement) over any of the Charged Assets; or
 - (ii) any person levies or attempts to levy any distress, execution or other process against any of the Charged Assets;
 - (iii) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Company or an administrator is appointed to the Company; or
 - (iv) any person (who is entitled to do so) gives notice of its intention to appoint an administrator to the Company or files such a notice with the court.

NOTE 2: FURTHER ASSURANCE

The Debenture contains covenants for further assurance.

NOTE 3: NEGATIVE PLEDGE

The Company undertakes that it shall not, at any time during the subsistence of the Debenture or any Mortgage, create or permit to subsist any Security over all or any part of the Charged Assets other than Security permitted pursuant to the Facility Agreement.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1911331
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 27
FEBRUARY 2009 AND CREATED BY WHITTLE JONES GROUP
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO BANK OF SCOTLAND PLC AS
SECURITY TRUSTEE FOR THE SECURED PARTIES OR ANY
PERSON APPOINTED AS SECURITY TRUSTEE FROM TIME TO
TIME IN ACCORDANCE WITH THE TERMS OF THE FACILITY
AGREEMENT OR ANY OF THE OTHER 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 9 MARCH 2009**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 MARCH 2009



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**