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CHFP041

Please do not
write in
this margin

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

* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

006482/26

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

02091268

Name of company

*LGV Capital Limited (the **Chargor**)

Date of creation of the charge

16 May 2008

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

Charge of Shares (the **Charge**)

Amount secured by the mortgage or charge

+10
All moneys and all obligations and liabilities now or at any time
hereafter due, owing or incurred by the Company to the Bank under the
Finance Documents whether express or implied, present, future or
contingent, joint or several, incurred as principal or surety, originally
owing to the Bank or otherwise acquired by the Bank, denominated in
whatever currency or incurred on any banking account or in any manner
whatsoever (the **Secured Obligations**)

Please see continuation sheet 2 and 3 for definitions.

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

Bank of Scotland plc, The Mound, Edinburgh (the **Bank**)

Postcode EH1 1YZ

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

Dundas & Wilson LLP
Northwest Wing, Bush
House
Aldwych
London WC2B 4EZ
~~DX 127 LDE~~

Time critical reference

RGC/HMK/BOS001.4016

For official use (02/2006)
Mortgage Section

Post room

THURSDAY



A53

AYR7L0B2

05/06/2008

101

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see continuation sheets 1, 2 and 3.

Please do not write in this margin

Please complete 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)

Nil

Signed *Dundas + Wilson LLP*

Date 4 June 2008

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

Short particulars of all the property mortgaged or charged

1 CHARGE

1.1 Fixed Charge

The Chargor, with full title guarantee, hereby charges to the Bank by way of first fixed charge as a continuing security for the payment and discharge of the Secured Obligations, the Securities and all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect thereof

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1.2 Restrictions on dealing with Charged Assets

The Chargor hereby covenants that it will not without the prior written consent of the Bank or as permitted under the Facility Agreement

1 2 1 create or attempt to create or permit to subsist in favour of any person other than the Bank any Encumbrance on or affecting the Charged Assets or any part thereof; or

1 2 2 dispose of the Charged Assets or any part thereof or attempt or agree so to do

1.3 Acquisition of further shares etc.

The Chargor shall forthwith notify the Bank of any acquisition or receipt by the Chargor of any other shares in the Company, or securities convertible into, or accompanied by subscription rights for, shares in the Company, or any other rights, options or warrants to purchase or subscribe shares or such other securities in the Company. If so required in writing by the Bank, the Chargor shall execute and deliver (or procure the execution and delivery of) such security over such shares, securities, rights, options or warrants in favour of the Bank to secure the Secured Obligations as the Bank shall reasonably require having regard to the form of the Charge

Short particulars of all the property mortgaged or charged

Definitions

Accession Agreement means an accession agreement substantially in the form of Schedule 4 (Form of Accession Agreement) of the Facility Agreement

Borrower means the Company or a company which becomes an additional borrower in accordance with clause 22 1 (Additional Borrowers) of the Facility Agreement

Charged Assets means all assets described in clause 1 1 above

Company means LGV Warehouse Company Limited (registered no 06528760) having its registered office at One Coleman Street, London EC2R 5AA

Encumbrance means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security or other security interest of any kind

Facility Agreement means the facility agreement dated 9 May 2008 made between, *inter alios*, the Company as Borrower (1) and the Bank (2) pursuant to which the Bank has agreed to make available to, *inter alios*, the Company a revolving loan facility of up to £40,000,000 (as that agreement may from time to time be amended, varied, novated, supplemented or replaced including, without limitation, by the increase or extension of maturity of the facility)

Finance Documents means the Facility Agreement, a Security Document, the Letter of Undertaking, each Accession Agreement and any other document designated as such by the Bank and a Borrower

General Partner means LGV Capital Partners Limited (registered no 02682185) and having its registered office at One Coleman Street, London EC2R 5AA

Letter of Undertaking means a letter from the Parent addressed to the Bank undertaking to ensure the General Partner complies with its obligations under clause 19 17 (General Partner Undertakings) of the Facility Agreement

Obligor means a Borrower or the General Partner and **Obligors** shall be construed accordingly.

Parent means the Chargor.

Short particulars of all the property mortgaged or charged

Securities means the ^{being} 1 ordinary share of £1 in the Company registered in the name of the
Chargor represented by the share certificate number 1

Security Deed means a security deed (creating fixed and floating charges) governed by English law and created by a Borrower in favour of the Bank in accordance with the terms of this Agreement

Security Documents means each Security Deed, each Shares Security and any other Security granted by an Obligor in favour of the Bank and **Security Document** shall be construed accordingly

Shares Security means a Security granted by the person(s) who holds the issued share capital of a Borrower in favour of the Bank in accordance with the terms of the Facility Agreement creating a first fixed Security over the issued share capital of that Borrower



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2091268
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE OF SHARES DATED 16
MAY 2008 AND CREATED BY LGV CAPITAL LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM LGV
WAREHOUSE COMPANY LIMITED TO BANK OF SCOTLAND
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 5
JUNE 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 JUNE 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES