

# M

COMPANIES FORM No. 395

# 395

CHFP021

Please do not  
write in  
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legibly, preferably  
in black type, or  
bold black lettering

## 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



02514463

Name of company

\* insert full name  
of Company

\* IVG ASTICUS (GMS) LIMITED ("the Company")

Date of creation of the charge

28/02/2008

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

DEBENTURE ("the Charge")

Amount secured by the mortgage or charge

SEE PAPER APART 1

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

HSBC Bank plc for itself and as security trustee for each of the Secured Parties ("the Security  
Trustee") Securities Processing Centre, PO Box 3924, 79 Hoyle Street, Sheffield

Postcode S1 9BD

Presenter's name address and  
reference (if any)Brodies LLP (AEF)  
15 Atholl Crescent  
Edinburgh  
EH3 8HA

For official Use (02/06)

Mortgage Section

Post room

FRIDAY



\*S1Y29XTS\*

SCT

07/03/2008

463

COMPANIES HOUSE

Time critical reference

Short particulars of all the property mortgaged or charged

See Paper Apart 2

Please do not  
write in  
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*Please complete  
legibly, preferably  
in black type, or  
bold black lettering*

Particulars as to commission allowance or discount (note 3)

N/A

Signed

*Andrea Parfield*

Date

*5/3/8*

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

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

*†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 CF14 3UZ

**IVG ASTICUS (GMS) LIMITED**

**COMPANY NUMBER 02514463**

**FORM 395 - DEBENTURE**

**PAPER APART 1**

All money and liabilities whatever, whenever and however incurred whether at the date of creation of the Charge or in the future due, or becoming due, from the Company to the Security Trustee and the Secured Parties under the Finance Documents ("the Debt")

This includes, but is not limited to,

- (a) interest and other charges and expenses in accordance with the Facility Agreement
- (b) money agreed to be paid by the Company under Clause 25 of the Charge

**PAPER APART 2**

The Company, with full title guarantee, and as security for the payment and discharge of the Debt, charges to the Security Trustee for itself and as security trustee for each of the Secured Parties -

- (a) By way of legal mortgage, all freehold (including commonhold) and leasehold land at the date of creation of the Charge vested in the Company together with all buildings fixtures, fittings and fixed plant and machinery belonging to the Company at the date of creation of the Charge or at any time afterwards on it This includes (without limitation) the land described or referred to in Part 1 of the First Schedule to the Charge subject only to the other mortgages or matters (if any) mentioned in Part 2 of the First Schedule to the Charge
- (b) By way of first fixed charge (except as already charged above) -
  - (i) All the present and future right, title and interest of the Company in or to any freehold (including commonhold) or leasehold land or other immovable property wherever situated and all fixtures, fittings and fixed plant and machinery at the date of creation of the Charge or at any time afterwards on it
  - (ii) All chattels at the date of creation of the Charge or at any time afterwards belonging to the Company This excludes any of them for the time being forming part of the stock in trade or work-in-progress of the Company or which are, for the time being, otherwise effectively charged by way of legal mortgage or fixed charge by the Charge
  - (iii) The benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to any land or other property mentioned

above and/or to any trade or business from time to time carried on by the Company

- (iv) All book debts and other debts and monetary claims and any rents, licence fees or other payments due from any lessee, licensee or occupier of any immoveable property wherever situated at the date of creation of the Charge or at any time afterwards due owing or incurred to the Company. In addition, the full benefit of all guarantees and securities for them and all liens, reservations of title and other rights enabling the Company to enforce any such debts or claims (collectively called the "debts"). This excludes such debts and claims (if any) as the Security Trustee may from time to time have agreed in writing with the Company which shall not be subject to this fixed charge and also such debts and claims as are charged in accordance with paragraph (v) below
- (v) Any credit balance on any account of the Company with the Security Trustee or any of the Secured Parties
- (vi) Any credit balance on any account of the Company with any bank (other than the Security Trustee or any of the Secured Parties) or other person
- (vii) All goodwill and uncalled capital for the time being of the Company
- (viii) All stocks, shares, debentures, bonds, loan capital and other securities of any description of any other person (including, without limitation, any subsidiary or subsidiary undertaking of the Company). In addition,
  - (a) all rights to subscribe to or convert other securities into or otherwise acquire any such securities at the date of creation of the Charge or at any time afterwards belonging to the Company,
  - (b) all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to, any of these (together with any securities mentioned in the Second Schedule of the Charge, collectively called, the "securities")
- (ix) All letters patent, trademarks, service marks, designs, utility models, copyrights, design rights, applications for registration of any of them and the right to apply for them in any part of the world. In addition, moral rights, inventions, confidential information, know-how and rights of a similar nature arising or subsisting anywhere in the world in relation to all or any of the above (whether registered or unregistered) at the date of creation of the Charge or at any time afterwards belonging to the Company (together with any of the same mentioned in the Second Schedule of the Charge, collectively called the "intellectual property")
- (x) All policies of life insurance or assurance and all rights and claims to which the Company is at the date of creation of the Charge, or may at any time afterwards,

become entitled in relation to the proceeds of them or of any other policies of insurance of any description (including, without limitation, the insurances mentioned to in Clause 7(a) of the Charge)

- (xi) All rights and other property to which the Company is at the date of creation of the Charge, or may at any time afterwards, become entitled as a result of, or in connection with, any proceedings threatened or commenced under the Insolvency Act 1986 or any similar legislation in any jurisdiction
  - (xii) The benefit of all agreements for the provision by the Company to any person of any loan or credit or other financial accommodation of any description (including, without limitation, any finance leases and hire or hire-purchase agreements) at the date of creation of the Charge, or at any time afterwards, entered into by the Company
  - (xiii) The proceeds of sale of any property mentioned above
- (c) By way of floating charge, all the undertaking of the Company and all its property whatsoever and wheresoever both present and future

The property referred to in paragraphs (a) (b) and (c) above is collectively called the "charged property" The property referred to in paragraphs (a) and (b) (together with any property for the time being effectively charged by way of fixed charge by the application of Clause 5 of the Charge) is collectively called the "fixed charged property"

## DEFINITIONS

In this form 395 the following terms shall have the meaning set out below

**"Agent"** means HSBC Bank plc as agent of the Finance Parties

**"Facility Agreement"** means the development facility agreement between the Company, the Lenders, the Agent and the Security Trustee dated 28 February 2008

**"Finance Documents"** has the same meaning as in the Facility Agreement

**"Finance Party"** means the Agent, the Lenders and the Security Trustee

**"Hedging Bank"** means HSBC Bank plc or any other Lender which becomes a Hedging Bank in this capacity as provider of interest rate hedging under any Hedging Documents

**"Lenders"** means HSBC Bank plc and Landesbank Berlin AG and any bank, financial institution, trust, fund or other entity which has become a Party in accordance with clause 21 of the Charge which in each case has not ceased to be a Party in accordance with the terms of this Agreement

**"Secured Parties"** means a Finance Party and the Hedging Bank



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 2514463  
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 28  
FEBRUARY 2008 AND CREATED BY IVG ASTICUS (GMS)  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO HSBC BANK PLC FOR ITSELF  
AND AS SECURITY TRUSTEE FOR EACH OF THE SECURED  
PARTIES (SECURITY TRUSTEE) AND THE 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 7 MARCH 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 MARCH 2008



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES