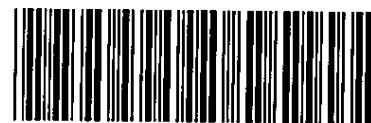


A fee is payable with this form.

We will not accept this form unless you send the correct fee.
Please see 'How to pay' on the last page.



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2-11-09
COMPANIES HOUSE

38

"AHC90EW"

29/10/2009

114

COMPANIES HOUSE

Company details

Company number	0	2	7	9	5	8	3	3
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Company name in full	TNG LIMITED (the "Company")
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For official use

▶ Filing in this form

Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

Date of creation of charge

Date of creation	^d 1	^d 2	^m 1	^m 0	^y 2	^y 0	^y 0	^y 9
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Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.

Description	<p>Debenture dated 12 October 2009 and made between (1) Avanta Enterprise Limited, Inbiz Group Limited, Inbiz Limited and the Company and (2) The Royal Bank of Scotland plc (as agent and trustee for the Finance Parties (as such term is defined in the Credit Agreement of the same date)) (the "Security Agent") (the "Debenture")</p>
-------------	---

Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured	<p>1. By Clause 2.1 of the Debenture, the Company irrevocably and unconditionally covenants with the Security Agent to pay to the Security Agent (as agent and trustee for the Finance Parties) or discharge on demand when they become due all money, debts, obligations and liabilities from time to time due, owing or incurred by the Company, Avanta Enterprise Limited, Inbiz Group Limited and Inbiz Limited or any of them to any Finance Party or their assignee or successor on any current or other account whatever or otherwise in any manner whatever, in each case under each Finance Document to which such Company is a party, as amended, varied, restated, supplemented, substituted, replaced or novated:</p> <p>(a) whether present or future;</p> <p>(b) whether alone or jointly with any other person;</p> <p>(c) whether actual or contingent;</p> <p>(d) whether as principal or as surety;</p> <p>(e) whether express or implied;</p> <p>(f) in whatever name, form or style;</p> <p>(g) in whatever currency it is denominated;</p>
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Continuation page

Please use a continuation page if you need to enter more details.

MG01**Particulars of a mortgage or charge****Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Name	The Royal Bank of Scotland plc (as agent and trustee)
Address	36 St Andrews Square
	Edinburgh
Postcode	E H 2 2 Y B
Name	
Address	
Postcode	

Continuation page
Please use a continuation page if
you need to enter more details.

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

By Clause 4.1 of the Debenture, the Company confirms that the security created under the Debenture: (a) is continuing security for the payment and discharge of the Secured Liabilities; and (b) is created in favour of the Security Agent as agent and trustee, and the Security Agent holds the benefit of the Debenture on trust for the Finance Parties.

By Clause 4 of the Debenture, the Company charges, with full title guarantee:

1. **Scheduled Property**- by way of first legal mortgage, the Scheduled Property and all Rights relating to the Scheduled Property;

2. **Other Property**- by way of first fixed charge, the Property (except the Scheduled Property validly charged in Clause 4.2 (Scheduled Property) above) and all Rights relating to such Property;

3. **Book Debts**-by way of first fixed charge, the Book Debts;

4. **Contracts**- assigns, by way of absolute legal assignment, the Contracts

5. Intellectual Property

(a) by way of first fixed charge, all the Intellectual Property now or in the future owned, possessed or controlled by that Company (whether alone or with others) anywhere in the world;

(b) by way of first fixed charge, the benefit of all agreements and licences now or in the future entered into or enjoyed by or on behalf of that Company relating to the use or exploitation by or on behalf of that Company anywhere in the world of any Intellectual Property owned by others;

(c) by way of first fixed charge, all that Company's rights now or in the future in relation to trade secrets, confidential information, and know how in any part of the world;

6. **Plant & Machinery**-by way of first fixed charge, the Plant and Machinery;

7. Shares, Securities and Derivative Assets

(a) by way of first fixed charge, the Shares;

(b) by way of first fixed charge, the Securities;

(c) by way of first fixed charge, all Derivative Assets of a capital nature;

(d) by way of first fixed charge, all Derivative Assets of an income nature;

Continuation page
Please use a continuation page if
you need to enter more details.

MG01

Particulars of a mortgage or charge

Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance
or discount

N/A

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

Signature

Please sign the form here.

Signature

Signature

X

Osborne Clarke

X

This form must be signed by a person with an interest in the registration of the charge.

MG01

Particulars of a mortgage or charge

Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name
Victoria Clarke

Company name
Osborne Clarke

Address
Apex Plaza

Forbury Road

Reading

Post town

County/Region

Postcode

R G I I A X

Country

DX
117882 Reading Apex Plaza

Telephone
0118 9592848

Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included the original deed with this form.
- ☐ You have entered the date the charge was created.
- ☐ You have supplied the description of the instrument.
- ☐ You have given details of the amount secured by the mortgagee or chargee.
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☐ You have entered the short particulars of all the property mortgaged or charged.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.

Important information

Please note that all information on this form will appear on the public record.

How to pay

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

Make cheques or postal orders payable to 'Companies House.'

Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
DX 481 N.R. Belfast 1.

Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MG01 - continuation page

Particulars of a mortgage or charge



Amount secured	
Please give us details of the amount secured by the mortgage or charge.	
Amount secured	<p>(h) whether originally owing to the Finance Party or purchased or otherwise acquired by the Finance Party, its assignee or successor; or</p> <p>(i) otherwise;</p> <p>including, without limitation:</p> <p>(j) all liabilities under or in connection with foreign exchange transactions, interest rate swaps and other arrangements entered into for the purpose of limiting exposure to fluctuations in interest or exchange rates;</p> <p>(k) all liabilities arising from the issue, acceptance, endorsement, confirmation or discount of any negotiable instruments, notes, bills, bonds, guarantees, indemnities, documentary or other credits or any instruments of any kind from time to time entered into by the Finance Party for or at the request of a Company; and</p> <p>(l) interest (which will accrue after as well as before any judgment) to the date of payment at such rates and upon such terms as may from time to time be agreed and all commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which are incurred by the Finance Party in connection with the secured liabilities or generally in respect of the Company or the Security Documents (including, without limitation, legal fees) on a full indemnity basis;</p> <p>but excluding any obligation which, if it were included, would result in the Debenture contravening Section 678 of the Companies Act 2006. (the "Secured Liabilities")</p> <p>2. By Clause 2.2 of the Debenture, the Company irrevocably and unconditionally covenants with and guarantees to the Security Agent that it shall indemnify and keep indemnified the Finance Parties on demand by the Security Agent (and on a full indemnity basis) from and against all and any costs (including legal costs), charges, losses, expenses and damages incurred by the Finance Parties or any of them as a result of any failure by any Company to pay to the Finance Parties or discharge on demand all the Secured Liabilities when the Secured Liabilities become due or as a result of any of the Secured Liabilities being or becoming void, voidable, unenforceable or ineffective for any reason whatsoever.</p> <p>3. By Clause 3 of the Debenture, the Company covenants to pay to the Security Agent interest on the Secured Liabilities (after as well as before any demand made or judgment obtained or the liquidation or administration of such Company) at the Default Rate upon such days as the Security Agent from time to time may determine and such interest shall be compounded in the event of it not being paid punctually with quarterly rests in accordance with the usual practice of the Security Agent but without prejudice to the right to require payment of such interest when due.</p> <p>4. By Clause 13 of the Debenture, the Company covenants to pay on demand to the Security Agent or the Receiver, or discharge (as the case may be), all Costs reasonably incurred by it in connection with:</p> <p>(a) the negotiation, preparation, printing and execution of;</p> <p>(b) any amendment, variation or release (in whole or in part), including the negotiation, preparation, printing and execution of any amendment, variation or release, of; and</p> <p>(c) the enforcement of, or preservation of rights under,</p>

Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
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Name	
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Name	
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Postcode	
Name	
Address	
Postcode	

	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>8. Bank Accounts-by way of first fixed charge, all present and future bank accounts, cash at bank and credit balances of that Company (excluding those arising on fluctuating accounts) with any bank or other person and all rights relating to or attaching to them (including the right to interest);</p> <p>9. Goodwill-by way of first fixed charge, all the goodwill and uncalled capital for the time being of that Company;</p> <p>10. Insurance (a) by way of first fixed charge, all present and future insurances in respect of any Fixed Charge Assets and the proceeds of such insurances; (b) by way of first fixed charge, all other present and future insurances and the proceeds of such insurances; (c) by way of first fixed charge, the benefit of all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to that Company in respect of any Fixed Charge Asset;</p> <p>11. Hedging -by way of absolute legal assignment, the benefit of any Hedging Agreements;</p> <p>12. Accruals etc (a) by way of absolute legal assignment, all rights, money or property accruing or payable to that Company now or in the future under or by virtue of a Fixed Charge Asset, except to the extent such rights, money or property are for the time being effectively charged under the provisions of paragraph 1 (Scheduled Property) to 11 (Hedging) (inclusive) (the "Accrual"); (b) by way of first fixed charge, that Company's rights now or hereafter to recover any VAT on any supplies made to it relating to the Assets any Tax refund, rebate or repayment, and any sums so recovered (the "VAT Accrual");</p> <p>13. Floating Charge (a) by way of first floating charge, all the undertaking and assets of that Company whatsoever, wherever situate, whether movable, immovable, present or future, including, without limitation, its uncalled capital for the time being and all the undertaking and assets of that Company referred to above which are, for any reason, not validly charged or assigned pursuant to paragraphs 1 (Scheduled Property) to 11 (Accruals etc) (inclusive) of the Debenture; (b) The floating charge created by the Debenture is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act.</p> <p>14. The assignments set out in paragraphs 4 (Contracts), 11 (Hedging) and 12 (Accruals etc) are absolute assignments for the purposes of section 136 LPA and are not made by way of charge only.</p> <p>15. Financial Collateral- By Clause 4.16 of the Debenture, to the extent that any part of the Assets constitute Financial Collateral and are subject to a Security Financial Collateral Arrangement created by or pursuant to the Debenture, the Security Agent shall have the right, at any time after the Debenture becomes enforceable, to appropriate all or any part of those Assets in or towards the payment or discharge of the Secured Liabilities. The value of any Assets appropriated in accordance with this paragraph 8 (Financial Collateral) shall be the price of those Assets at the time the right of appropriation is exercised as listed on any recognised market index, or determined by such other method as the Security Agent may select (including independent valuation). Each Company agrees that the methods of valuation provided for in this paragraph 8 (Financial Collateral) are commercially</p>	

	Amount secured	
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	<p>the Debenture, on a full and unlimited indemnity basis, together with interest at the Default Rate from the date the relevant Cost was expended, incurred or suffered (whichever is the earlier) by the Security Agent or the Receiver (as the case may be) until full payment or discharge of such Cost and such Cost shall form part of the Secured Liabilities.</p> <p>5. By Clause 30 of the Debenture, the Company covenants to pay and discharge the Secured Liabilities without any set-off, counterclaim, restriction or condition, without regard to any equities between that Company and the Finance Parties and free and clear of, and without deduction or withholding for, or on account of, any Tax, except to the extent that the relevant Company is compelled by law to make a Tax deduction on any sums payable under the Debenture, in which case it shall pay to the Security Agent such additional amount as may be necessary in order to ensure that the net amount received by the Finance Party after the required deduction or withholding (including, without limitation, any required deduction or withholding on such additional amount) shall be equal to the amount that the Finance Party would have received had no such deduction or withholding been made. Any additional amount paid under Clause 30 shall be treated as agreed compensation and not as interest.</p> <p><u>Definitions:</u></p> <p>"Administrator" means any administrator appointed pursuant to the Debenture.</p> <p>"Assets" mean the whole of the property or undertaking (including uncalled share capital) which is or may from time to time be comprised in the property and undertaking of each of the Companies.</p> <p>"Book Debts" mean: (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions), both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by any Company; and (b) the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets).</p> <p>"Borrower" means an Original Borrower or an Additional Borrower (as such terms are defined in the Credit Agreement) unless it has ceased to be a Borrower in accordance with Clause 28 of the Credit Agreement (Changes to the Obligors).</p> <p>"Charged Property" means the whole or any part of the property, assets, income and undertaking of each of the Companies from time to time mortgaged, charged or assigned to the Security Agent pursuant to the Debenture, including, where the context permits, the proceeds of sale or realisation thereof.</p> <p>"Contracts" mean all of each Company's rights, title, interest and benefit in and to any contract in respect of the whole or any part of the Charged Property to which such Company is a party.</p> <p>"Costs" mean all costs, fees, charges or expenses of whatsoever nature (including, without limitation, legal fees) including, without limitation, disbursements and any VAT to be charged on such costs, charges, expenses and disbursements.</p>	

MG01 - continuation page

Particulars of a mortgage or charge

Oyez

Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

reasonably for the purposes of Regulation 18 of the Financial Collateral Regulations. To the extent that the Assets constitute Financial Collateral, each Company agrees that such Assets shall be held or designated so as to be under the control of the Security Agent for all purposes of the Financial Collateral Regulations.

NOTES

8.1 Negative Pledge- Dealing with Charged Property

By clause 12.3 of the Debenture the Company covenants not to do the following, without the express prior written consent of the Security Agent:

- (a) convey, assign, transfer, factor, lease or otherwise dispose of, nor agree to convey, assign, transfer, factor, lease or otherwise dispose of the whole or any part of the Charged Property or their rights in and to the Charged Property (except in favour of the Security Agent);
 - (b) create or attempt to create or permit any trust agreement, declaration of trust, or trust arising by operation of law over all or any of the Charged Property (except in favour of the Security Agent);
 - (c) permit or agree to any variation of the rights attaching to the whole or any part of the Charged Property;
 - (d) do, cause or permit to be done anything which may, in the opinion of the Security Agent, in any way depreciate, jeopardise or otherwise prejudice the value to the Security Agent (whether monetary or otherwise) of the whole or any part of the Charged Property;
 - (e) release, exchange, compound, set-off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts (save as expressly provided in the Debenture); nor
 - (f) take any steps for the appointment of an administrator without first giving to the Security Agent five (5) Business Days' notice of intention to do so.
- except any sale, lease, transfer or other disposal which is a permitted disposal under the Credit Agreement and, in any event, provided that no Default has occurred.

8.2 Negative pledge - Security

By clause 12.4 of the Debenture the Company covenants not to do the following, without the express prior written consent of the Security Agent:

- (a) create, nor purport to create, nor permit to subsist any Security (other than permitted security under the Credit Agreement) over any of its assets.
 - (b) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or will be leased to or re-acquired by an Obligor or any other member of the Group;
 - (c) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
 - (d) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; nor
 - (e) enter into any other preferential arrangement having a similar effect in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness (as such term is defined in the Credit Agreement) or of financing the acquisition of an asset.
- Paragraph 8.2 does not apply to permitted security under the Credit Agreement.

8.3 Further assurance

By Clause 7, the Company covenants, at any time if required by the Security Agent and at such Company's own expense:

- (a) execute and deliver to the Security Agent such further legal or other mortgages, charges, assignments, securities, authorities, documents, acts and things as the Security Agent in its discretion may reasonably require of the whole or such part of the Assets as the Security Agent may specify, in such form as the Security Agent in its discretion may require, to secure the payment

	Amount secured	
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	<p>"Credit Agreement" the agreement dated 12 October 2009 and made between (1) Avanta Enterprise Limited, Inbiz Limited, Inbiz Group Limited and TNG Limited (as original borrowers and original guarantors) (2) The Royal Bank of Scotland plc (as arranger, original lender, agent and security agent).</p> <p>"Default" means an Event of Default or any event or circumstance specified in Clause 25 (Events of Default) of the Credit Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.</p> <p>"Default Rate" means the default rate of interest set out in the Credit Agreement.</p> <p>"Derivative Assets" mean all stocks, shares, warrants or other securities, rights, dividends, interest or other property accruing, offered, issued or deriving at any time by way of dividend, bonus, redemption, exchange, purchase, substitution, conversion, consolidation, subdivision, preference, option or otherwise attributable to any of the Securities, Shares or any Derivative Assets previously described.</p> <p>"Finance Document" means the Credit Agreement, the Mandate Letter (as such term is defined in the Credit Agreement), the Debenture, any Accession Deed (as such term is defined in the Credit Agreement), any Overdraft Document (as such term is defined in the Credit Agreement), any Compliance Certificate (as such term is defined in the Credit Agreement), any Hedging Agreement, any intercreditor agreement, any Resignation Letter (as such term is defined in the Credit Agreement), any Security Document (as such term is defined in the Credit Agreement), any Utilisation Request (as such term is defined in the Credit Agreement) and any other document designated as a "Finance Document" by the Agent and the Parent (as such term is defined in the Credit Agreement).</p> <p>"Finance Party" means the Agent, the Arranger, the Security Agent or any Lender (as such terms are defined in the Credit Agreement).</p> <p>"Financial Collateral" shall have the meaning given to that expression in the Financial Collateral Regulations.</p> <p>"Financial Collateral Regulations" mean the Financial Collateral Arrangements (No. 2) Regulations 2003 (S.I. 2003 No. 3226).</p> <p>"Fixed Charge Asset" means an asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by Clause 4 of the Debenture (Security), or (with effect from the date of its creation) any security created pursuant to Clause 7 of the Debenture (Further Assurance).</p> <p>"Fixtures" mean all assets of whatsoever nature, apart from land and buildings, forming part of any freehold or leasehold property owned by any Company and deemed by law to be immovable property other than tenant's fixtures.</p> <p>"Guarantor" means an Original Guarantor or an Additional Guarantor (as such terms are defined in the Credit Agreement), unless it has ceased to be a Guarantor in accordance with Clause 28 of the Credit Agreement (Changes to the Obligors).</p> <p>"Group" means the Parent and its Subsidiaries (if any) from time to time and Group Companies shall be construed to include all of them.</p>	

MG01 - continuation page

Particulars of a mortgage or charge



Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
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Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

or discharge of the Secured Liabilities or to vest the whole or such part of the Assets in the Security Agent, the Nominee, a Receiver or in any purchaser from the Security Agent or a Receiver or to perfect or protect the mortgages, charges and assignments created by the Debenture; and

(b) pending the execution and delivery of any such assignments, hold such Assets upon trust for the Security Agent or in any other manner required by the Security Agent subject to the provisions of the Debenture.

8.4 Administrator

(a) At the time that, or at any time after, the security constituted by the Debenture becomes enforceable, whether or not the Security Agent has entered into or taken possession of the whole or any part of the Charged Property pursuant to the Debenture, the Security Agent may, insofar as permitted by law, at its option and in addition to any right to appoint a Receiver, by writing under the hand of any authorised officer of the Security Agent, appoint, petition the relevant court to appoint or apply to the court for the appointment of any person to be an administrator of any Company under the Insolvency Act and such person shall, from the effective date of such appointment, be an Administrator.

(b) Without prejudice to any continuing right of the Security Agent, at its option, to appoint a Receiver under the Debenture unless and until, and then only to the extent, prohibited from so doing by the provisions of the Insolvency Act, the floating charge created hereunder is a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act and that paragraph shall apply to the Debenture.

	Amount secured	
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	<p>"Hedging Agreements" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by a Borrower and a Hedge Counterparty (as such terms are defined in the Credit Agreement) for the purpose of hedging the types liabilities and/or risks which, at the time that that master agreement, confirmation, schedule or other agreement (as the case may be) is entered into, the Lender (as such term is defined in the Credit Agreement) requires to be hedged.</p> <p>"Intellectual Property" means:</p> <p>(a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and</p> <p>(b) the benefit of all applications and rights to use such assets of each member of the Group (which may now or in the future subsist).</p> <p>"Insolvency Act" means the Insolvency Act 1986 unless otherwise stated.</p> <p>"LPA" means the Law of Property Act 1925.</p> <p>"Obligor" means a Borrower or a Guarantor.</p> <p>"Plant and Machinery" means all plant and machinery, equipment, fittings, installations and apparatus, tools, motor vehicles and all other similar assets (other than Fixtures), wherever they are situated, which are now, or at any time after the date of the Debenture become, the property of any Company.</p> <p>"Property" means all estates and other interests in any freehold, leasehold or other immovable property (including, without limitation, all Fixtures on such property), but excluding any interest in land in Scotland, which are now, or at any time after the date of the Debenture become, the property of a Company, all proceeds of sale derived from such property and the benefit of all covenants to which a Company is entitled in respect of such property, and "Properties" shall be construed accordingly.</p> <p>"Receiver" means any receiver appointed pursuant to the Debenture, including, for the avoidance of doubt, a receiver and manager, a manager or an administrative receiver.</p> <p>"Rights" mean all of any Company's rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of each Company's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right (including, without limitation, all its rights, title and interest in any Occupational Lease, agreement for any Occupational Lease and any associated agreements which may be granted by a Company or any person deriving title from a Company from time to time over or in respect of the whole or any part of the Property and any other properties (freehold or leasehold) in which a Company has an interest).</p> <p>"Scheduled Property" means all the property short particulars of which are set out in Schedule 2 (The Scheduled Property) of the Debenture (if any), including, without limitation, all Fixtures on such property.</p> <p>"Securities" means all stocks, shares, loan notes, bonds, certificates of deposit, depositary receipts, loan capital indebtedness, debentures or other securities from time legally or</p>	

MG01 - continuation page

Particulars of a mortgage or charge



Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	

MG01 - continuation page

Particulars of a mortgage or charge



3 Short particulars of all the property mortgaged or charged	
Please give the short particulars of the property mortgaged or charged.	
Short particulars	

	Amount secured	
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	<p>beneficially owned by or on behalf of the Company, including, without limitation, any of the same specified in Schedule 3 (The Shares) to the Debenture, together with all property and rights of the Company in respect of any account held by or for it as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere.</p> <p>"Security Documents" means all documents creating Security to be granted to the Security Agent pursuant to Schedule 2 (Conditions Precedent) of the Credit Agreement, every Debenture and every other document entered into in favour of the Security Agent creating guarantees or creating Security for the obligations of the Group or any member of the Group to the Security Agent, the Agent, and/or the Lenders from time to time, each in a form and substance satisfactory to the Agent.</p> <p>"Security Financial Collateral Arrangement" shall have the meaning given to that expression in the Financial Collateral Regulations.</p> <p>"Shares" mean the shares listed in Schedule 3 (The Shares) to the Debenture.</p> <p>"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).</p>	

MG01 - continuation page

Particulars of a mortgage or charge

Oyez

Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	

MG01 - continuation page

Particulars of a mortgage or charge



Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 2795833
CHARGE NO. 11**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 12 OCTOBER
2009 AND CREATED BY TNG LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY
AND/OR ALL OR ANY OF THE COMPANIES NAMED THEREIN
TO ANY FINANCE PARTY ON ANY ACCOUNT WHATSOEVER
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 2 NOVEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 NOVEMBER
2009

DX. Selb.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES