



CHFP041

COMPANIES FORM No. 395

MCO4400071

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.

Please do not write in this margin

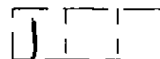
Please complete legibly, preferably in black type or bold block lettering

* Insert full name of company

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number



02987437

Name of company

Millar Kitching Management (Bloomsbury) Limited (the *Company*)

Date of creation of the charge

14 November 2007

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

The security agreement (the *Security Agreement*) made on 14 November 2007 between (1) the Company, (2) Bank of Scotland Plc for itself and as agent and trustee for each of the Secured Creditors (the *Security Agent*), (3) Bank of Scotland Plc as Lender, and (4) Erinaceous Group Plc (the *Parent*)

Amount secured by the mortgage or charge

The Security Agreement secures any and all present and future sums, liabilities and obligations (actual or contingent and whether owed solely or jointly with any other person and whether as principal or surety) owing, payable or incurred by any Borrower to any Secured Creditor in any currency under the Working Capital Finance Documents (the *Secured Liabilities*)

All capitalised terms used in this Form 395 have the meaning given to them in Continuation Sheet Number 2 unless defined elsewhere in this Form 395

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

(The) Bank of Scotland Plc (formerly known as The Governor and Company of the Bank of Scotland), New
Usher House, 11 Earl Grey Street, Edinburgh

Postcode EH3 9BN

Presenter's name, address and reference (if any)
FRESHFIELDS BRUCKHAUS
DERINGER (AJG)
65 FLEET STREET, LONDON
EC4Y 1HS
DX 23 LONDON/CHANCERY
LANE

Time critical reference
140539/0001/AJG/CD/KT

For official use (02/2006)
Mortgage Section

Post room

WEDNESDAY



LD6

LW2KKUUB

21/11/2007

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

For short particulars of all the property mortgaged or charged please see Continuation Sheet Number 1 attached to this Form 395

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)

† Delete as appropriate

Particulars as to commission allowance or discount (note 3)

N/A

Signed Freshfields Bruckhaus Deringer Date 20.11.2007

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

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

This Continuation Sheet 1 is in respect of a Form 395 submitted on ²¹20 November 2007 on behalf of Bank of Scotland Plc regarding a Security Agreement granted by the Company in favour of Bank of Scotland Plc for itself and as agent and trustee for each of the Secured Creditors and dated 14 November 2007.

Short particulars of all the property mortgaged or charged

1. CREATION OF SECURITY

1.1 Legal mortgages

The Company charged and agreed to charge by way of first legal mortgage all Real Estate in England or Wales vested in it on the date of the Security Agreement

1.2 Equitable mortgages

The Company charged and agreed to charge by way of first equitable mortgage all Group Shares belonging to it on the date of the Security Agreement

1.3 Fixed charges

The Company charged and agreed to charge by way of first fixed charge all its rights, title and interest from time to time in and to

- (a) Real Estate (to the extent not the subject of a mortgage under Clause 3 1 (*Legal mortgages*) of the Security Agreement, as set out in paragraph 1 1 above),
- (b) Investments (to the extent not the subject of a mortgage under Clause 3 2 (*Equitable mortgages*) of the Security Agreement, as set out in paragraph 1 2 above),
- (c) plant, machinery, vehicles, office equipment, computers and other chattels (excluding any forming part of its stock in trade or work in progress) and all Related Rights,
- (d) the Accounts,
- (e) to the extent not effectively assigned under Clause 3 4 (*Assignments*) of the Security Agreement, as set out in paragraph 1 4 below) Insurance Policies and the Assigned Agreements to which it is party,
- (f) any goodwill and rights in relation to its uncalled capital,
- (g) the benefit of all consents and agreements held by it in connection with the use of any of its assets,
- (h) Intellectual Property,
- (i) any beneficial interest, claim or entitlement of it to any assets of any pension fund, and
- (j) Monetary Claims

1.4 Assignments

The Company assigned absolutely and agreed to assign absolutely all its right, title and interest from time to time in and to

- (a) its Insurance Policies, and
- (b) each Assigned Agreement to which it is a party

1.5 Floating charge

- (a) The Company charged by way of first floating charge all its present and future undertaking and assets of whatever type and wherever located
- (b) The floating charge created by the Company pursuant to paragraph 1 5(a) shall be deferred in point of priority to all other Security
- (c) The floating charge created by the Company pursuant to paragraph 1 5(a) is a “qualifying floating charge” for the purposes of paragraph 14 2(a) of Schedule B1 to the Insolvency Act 1986 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this Security Agreement

2. RESTRICTIONS ON DEALINGS

The Company may not

- (a) create or permit to subsist any Security Interest on any of the Security Assets other than a Permitted Security Interest, or
- (b) (whether by a single transaction or a number of related or unrelated transactions and whether at the same time or over a period of time) dispose of all or any part of the Security Assets save for any Permitted Disposal

3. FURTHER ASSURANCES

The Company shall, at its own expense, take whatever action the Security Agent or a Receiver may require or consider expedient for

- (a) creating, perfecting or protecting any Security Interest intended to be created by or pursuant to the Security Agreement,
- (b) facilitating the realisation of any Security Asset on and after the occurrence of an Enforcement Event,
- (c) creating and perfecting security in favour of the Security Agent over the assets of the Company located in any jurisdiction outside England and Wales, or
- (d) facilitating the exercise of any right, power or discretion exercisable by the Security Agent or any Receiver in respect of any Security Asset,

including

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

Capitalised terms used but not defined in this Continuation Sheet 1 are defined in the Continuation Sheet 2 attached hereto

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This Continuation Sheet 2 is in respect of a Form 395 submitted on 28 November 2007 on behalf of Bank of Scotland Plc regarding a Security Agreement granted by the Company in favour of Bank of Scotland Plc for itself and as agent and trustee for each of the Secured Creditors and dated 14 November 2007.

Capitalised terms used in this Form 395 (and not otherwise defined herein) have the following meanings

Accounts means any bank account of a Chargor and all Related Rights

Additional Chargor means a person who has acceded to the Security Agreement as an Additional Chargor by executing an accession document

Assigned Agreements means any Intercompany Loan Agreement and any other agreement designated as an Assigned Agreement by the Security Agent and (in each case) all Related Rights

Borrower means Erinaceous Group Plc, Erinaceous Property Services Limited, Eurical Services Limited, Dunlop Haywards Limited, Dunlop Haywards Residential Limited, Entente Consulting Limited, Hanover Park Services Plc, Hanover Park Commercial Limited, Harman Healy Limited, HRL Holdings Limited, ISGO Limited, Jordan's Residential Lettings Limited, Leach Rhodes Walker Limited, Manguild Limited, Spring Grove Property Maintenance Limited

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in London

Chargor means each Original Chargor and each Additional Chargor

Enforcement Event means (a) failure by any of the Borrowers to repay any amounts due under the Working Capital Facility Agreement within two Business Days of a written demand by the Lender(s), (b) failure by any of the Chargors to repay any of the Secured Liabilities in accordance with the terms of this Security Agreement, or (c) after a demand for payment has been made under the Working Capital Facility Agreement, such earlier time as the Security Agent determines, (i) where the Security Agent (acting on the instructions of all the Lenders) considers that enforcement action is necessary in order to preserve the value of the Security Assets, or (ii) where the security trustee under the July 2006 Debenture has taken steps to enforce all or part of the security granted by the Parent and/or other members of the Group pursuant to that debenture

Group means Erinaceous Group Plc and its Subsidiaries for the time being

Group Shares means, in relation to a Chargor, the shares in any member of the Group owned legally or beneficially by it or held by the Security Agent or any nominee on its behalf and all Related Rights

Insurance Policies means, in relation to a Chargor, any contract or policy of insurance of any kind in which that Chargor has an interest from time to time and all Related Rights

Intellectual Property means patents and patent applications, trade and service marks and applications, brand and trade names, copyrights and rights in the nature of copyright, design

rights, registered designs and applications for registered designs, trade secrets, know-how and all other intellectual property rights throughout the world and all rights under any agreements relating to the use or exploitation of any such rights

Intercompany Loan Agreement means any loan or credit transaction between two or more members of the Group

Investments means, in relation to a Chargor, any stock, share, debenture, loan stock, security, bond, warrant, coupon, interest in any investment fund and any other investment (whether or not marketable) whether held directly by or to the order of that Chargor or by any trustee, fiduciary or clearance system on its behalf (including the Group Shares) and all Related Rights

July 2006 Debenture means the debenture dated 26 July 2006 between, among others, the Parent, other members of the Group and Bank of Scotland Plc (formerly known as The Governor and Company of the Bank of Scotland) as security trustee

Lender means any person who is a lender under the Working Capital Facility Agreement from time to time and whose rights and obligations under the Working Capital Facility Agreement have not been repaid and cancelled in full

Monetary Claims means, in relation to a Chargor, any book and other debts and monetary claims owing to that Chargor (other than in respect of any Account) and all Related Rights

Original Chargor means the companies listed in Continuation Sheet Number 3 to this Form 395

Original Guarantors means Eurica¹ Services Limited, Erinaceous Property Services Limited, Mainguild Limited, Spring Grove Property Maintenance Limited, Deacon Insurance Services (Holdings) Limited, Deacon Insurance Services Limited, ISGO Limited, Duoquote Limited, Farr Holdings Limited, Farr Limited, FIIB Limited, Heritage Insurance Services Limited, Walker Packman Limited, Wood Managements Limited, Dunlop Haywards Limited, Hanover Park Services plc, HLR Holdings Limited, Jordan's Residential Lettings Limited, Dunlop Haywards Residential Limited

Original Lender means Bank of Scotland Plc (formerly known as The Governor and Company of the Bank of Scotland), Lloyds TSB Bank Plc and HSBC Bank Plc

Permitted Disposal means any sale, lease transfer or disposal which would be permitted pursuant to the terms of the Revolving Credit Facility Agreement if the relevant Chargor were an obligor under and as defined in the Revolving Credit Facility Agreement

Permitted Security Interest means any Security Interest created by a person which would be permitted pursuant to the terms of the Revolving Credit Facility Agreement if the relevant Chargor were an obligor under and as defined in the Revolving Credit Facility Agreement

Real Estate means, in relation to a Chargor

(a) any freehold, leasehold, licence or other interest in any immovable property (including the property identified in respect of that Chargor in Part A of Continuation Sheet Number 4 to this Form 395 (if any)) and all Related Rights, and

(b) any buildings, trade and other fixtures or fittings forming part of such property and all Related Rights

Receiver means a receiver and manager or other receiver appointed under this Security Agreement in respect of the Security Assets and shall, if allowed by law, include an administrative receiver

Related Rights means, in relation to any asset

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

any other moneys paid or payable in respect of that asset

Revolving Credit Facility Agreement means £205,000,000 revolving credit facility dated 26 July 2006 and made between, amongst others, Erinaceous Group Plc as the Company, the Original Guarantors, the Original Lenders and Bank of Scotland Plc (formerly known as The Governor and Company of the Bank of Scotland) as agent

Secured Creditor means the Security Agent and the Lenders

Secured Liabilities means any and all present and future sums, liabilities and obligations (actual or contingent and whether owed solely or jointly with any other person and whether as principal or surety) owing, payable or incurred by any Borrower to any Secured Creditor in any currency under the Working Capital Finance Documents

Security means any Security Interest created under or pursuant to this Security Agreement

Security Assets means all the assets and undertaking of each Chargor from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) pursuant to this Security Agreement

Security Documents means this Security Agreement and any other document entered into by one or more of the Chargors, providing for a guarantee or Security Interest in favour of the Secured Creditors (or any of them) in respect of the obligations of one or more of the members of the Group

Security Interest means any mortgage, charge, pledge, lien, assignment order, security interest or any other agreement, trust or arrangement (including any right of set-off or combination) having a similar effect

Subsidiaries means in relation to a person, an entity of which that person owns directly or indirectly more than 50 per cent of the share capital or whose management and policies that person directly or indirectly has the power to direct whether through ownership of shares, contract or otherwise

Working Capital Facility Agreement means the £10,000,000 (subsequently increased to £20,000,000 and then to £23,000,000) working capital facility dated 26 July 2006 and entered into between Bank of Scotland Plc (formerly known as The Governor and Company of the Bank of Scotland), Erinaceous Group Plc and certain of its Subsidiaries

Working Capital Finance Document means the Security Documents, the Working Capital Facility Agreement, any accession document and any other document designated as such by the Security Agent and the Parent

This Continuation Sheet 3 is in respect of a Form 395 submitted on ²¹20 November 2007 on behalf of Bank of Scotland Plc regarding a Security Agreement granted by the Company in favour of Bank of Scotland Plc for itself and as agent and trustee for each of the Secured Creditors and dated 14 November 2007.

THE ORIGINAL CHARGORS

Name	Registered Number
Simmonds & Partners Limited	03314763
Hertford Company Secretaries Limited	03067765
Christchurch Estates Limited	01413671
Curzon Street Management Limited	00938787
Johnson Cooper Limited	05330771
CPM Asset Management Limited	04188130
CPM Asset Management (Northern) Limited	05142804
Gross Fine (Holdings) Limited	01681989
Gross Fine Management Limited	01365038
Gross Fine	01288453
Gross Fine Services Limited	01877656
The London Silver Vaults And Chancery Lane Safe Deposit Company Limited	03655864
Cecil Square Cleaning Co Limited	04573942
Georgian House Cleaning Co Ltd	04573945
David Glass Associates Limited	01166524
Wood Managements Group Limited	02470371
Wood Group Trustees Ltd	01228614
Wood Insurance Brokers Limited	01405475
Wood Carewell Managements Limited	02435279

Wood & Co (Surveyors) Limited	01405477
Wood Trustees Limited	01405476
Wood Management Trustees Limited	00612453
Resident Association Management Limited	03141720
Taskfine Management Limited	02522711
EP2 Management Resources Limited	04984641
JSSP Limited	04237439
Francis Graves Limited	01410842
Graves Holdings Limited	03393444
Balancegrove Homes Limited	01638228
Dunlop Heywood Lorenz Executive Board Limited	04203468
Dunlop Heywood Residential Limited	04406008
Rent Collect Limited (formerly The Rent Directory Ltd)	06086833
Paragon Collections Limited	04136420
Let Guard Limited (formerly Hanover Park Accounts and Business Services Limited)	02125809
Edward Lumley (Finance) Limited	01158399
Lumley Investments Limited	03115079
Lumley Underwriting Management Limited	03115069
Lumley Underwriting Limited	03115130
Lumley Insurance Brokers Limited	01913531
Truckinsure Limited	01650556
Keelan Westall Limited	00658942
Rent-2-Buy Properties Ltd	04647621
HPS Property Limited	03087557
Care Services Group Limited	03815098
Care Combined Services Limited	03814997

Care International Limited	03815096
Care Facilities Management Services Limited	03814992
UK Open Spaces Limited	04944661
UK Public Open Spaces Limited	04944655
Haven Villages (Sheltered Housing) Limited	05260409
Park Street Holdings Limited	05098493
CPM Lettings Limited	05125388
The Hanover Park Group Ltd	02339059
Erinaceous Group Services Limited [Formerly Eurica Management Limited]	03298542
Square Mile Real Estate Services Limited	03997848
Interior Furniture Services Limited	03774511
Diverse Services Limited	04352132
Erinaceous Residential Property Services Ltd	04621874
Blackhawk Estates Limited	04339784
Berkeley Simmons Davis Rent Reviews Limited	03951497
Berkeley Simmons Davis Limited	03472809
Hercules Telecom Limited	03781315
HPS (No 9) Limited	04465640
Erinaceous Property Consultancy Services Ltd	04465498
HPS (NO 8) Limited	04465465
Gladelane Investments Limited	04225607
Michael Courcier & Partners Limited	04257531
Cadogan Insurance Services Limited	02669186
Ivyglade Limited	04351945
Property Connection Limited	03952816
Caroline Registrars Limited	01509161

Morrison Street Management Ltd	04081262
Vita Insurance & Financial Products Limited	03180453
H Waters Limited	02828657
Care Services Limited	04026401
DOR (Northern) Limited	01706898
ABCDEFGF Ltd	04122667
Leach Rhodes Walker Cdm Limited	03069336
Mesh Media Limited	05293320
LRW Interior Design Limited	02248107
Millar Kitching Limited	02597396
Millar Kitching Management Limited	02657058
Millar Kitching Management (Bloomsbury) Limited	02987437
Millar Kitching Management (Services) Limited	03221801
Alexander Millar Kitching Limited	04937795
Lea Valley Business Centres Limited	04216987
Emergency Repairs Limited	03928043
Robert Hawkins (Contractors) Limited	00666092
Salisbury Maintenance Limited	05387038
Response Maintenance And Building Services Ltd	02954513
Phoenix Home Services Limited	04089242
Erinaceous Property Limited	02671779
CPAM Commercial Property Asset Management Limited	05349560
GOS Worldwide Limited	05102009
Painter Salter Limited	03259939

This Continuation Sheet 4 is in respect of a Form 395 submitted on ²¹~~20~~ November 2007 on behalf of Bank of Scotland Plc regarding a Security Agreement granted by the Company in favour of Bank of Scotland Plc for itself and as agent and trustee for each of the Secured Creditors and dated 14 November 2007.

Part A

Name of Chargor	Freehold/Leasehold	Description	Title No
Millar Kitching Limited	Leasehold (licence)	Flat 51 Rivermead Court, SW6	
Frances Graves Limited	Lease 15 years & 1 day from 25 03 1994 Lease 15 years & 1 day from 25 03 1994	12 The Square Broad Street, Birmingham 1 Broad Street 4 The Square Birmingham	
Gross Fine Limited	Lease 3 years from 25 11 2005	Chambers Chelsea Harbour	
Leach Rhodes Walker Limited	Lease 12 years from 06 05 1999	The Executive Suite, West Riverside	
Erinaceous Property Limited	Lease 25 years from 29 09 2003 Lease 15 years from 06 09 2004 Lease 150 years from 01 04 2006	CPM House, Belcor St Essex Road Phoenix House, Suite 1, ground floor Commercial land Shoreham Airport	HD447746 EX741384 WSX302618
Robert Hawkins (Contractors) Ltd	Lease 25 years from 25 03 1983 Freehold	296 Latimer Road, W10 6QW Land on the North West side of Telscombe Cliffs Way	NGL467445 SX77452
CPM Asset Management Ltd	Lease 10 years from 01 05 2002	Winnington Business Park	CH524708
Dunlop Heywards Residential Ltd	Lease -holding over	Orchardon Street	

Name of Chargor	Freehold/Leasehold	Description	Title No
Keelan Westall	Freehold Lease 15 years From 23 06 2000 Lease 9 yrs from 21 04 2004 Lease 15 years from the date of completion Lease 10 years from 06 06 2003	Unit 4 Highview High Road, Borden Hampshire Unit 5 Highview High Road, Borden Hampshire Unit 6 Highview High Road, Borden Hampshire Unit 7 Highview High Road, Borden Hampshire Units 8 & 9 Highview High Road, Borden Hampshire	HP570222 SH17392
Painter Salter Limited	Licence	The Wharf Bridge St Birmingham	
Gross Fine Management Limited	Freehold	Britannia House 63-77 High St Shoreham-by-Sea	WSX37632
Wood Management Group Limited	Lease 125 years from 24 06 1985	Land and buildings on the South side of Trawler Road Maritime Quarter	WA406303

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 02987437

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A THE SECURITY AGREEMENT DATED THE 14th NOVEMBER 2007 AND CREATED BY MILLAR KITCHING MANAGEMENT (BLOOMSBURY) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY BORROWER TO ANY SECURED CREDITOR 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 21st NOVEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th NOVEMBER 2007

A handwritten signature in black ink, appearing to be 'DZ' followed by a flourish.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES