

Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge



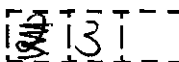
395

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



101433/120
3180887

Name of company

* CPP Merchandising Limited (the "Company")

Date of creation of the charge

29 July 2003

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

Debenture made between the Company inter alia and the Security Trustee (the "Debenture").

Amount secured by the mortgage or charge

All money and liabilities from the date of the Debenture and thereafter due, owing or incurred to the Secured Parties (or any of them) by any Obligor under the Finance Documents (or any of them) and under the Debenture in whatsoever manner in any currency or currencies whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety together with all interest accruing thereon and all costs, charges and expenses incurred in connection therewith as and when the same fall due for payment.

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

HSBC Bank Plc (the "Security Trustee")
8 Canada Square
London

Postcode E14 5HQ

Presentor's name address and
reference (if any):

Addleshaw Goddard
Sovereign House, PO Box 8,
Sovereign Street, Leeds,
LS1 1HQ

RRT/15421-252

Time critical reference

For official Use
Mortgage Section

Post room



A48
COMPANIES HOUSE

0737
06/08/03

Short particulars of all the property mortgaged or charged

Please see attached sheet.

Please do not
write in
this margin

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

31
95

Particulars as to commission allowance or discount (note 3)

NIL

Signed Adelash Geddard

Date 5/8/13

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

A fee of £10 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 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

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1 FIXED CHARGES

The Company charges in favour of the Security Trustee (for the benefit of itself and the other Secured Parties) with full title guarantee the following assets, both present and future, from time to time owned by the Company or in which the Company is from time to time interested:

- 1.1 By way of first legal mortgage all freehold and leasehold property (if any) wherever situated together with all buildings and fixtures (including trade fixtures) at any time thereon;
- 1.2 By way of first fixed charge:
 - (a) all other interests (not being charged by clause 1.1 above) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;
 - (b) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating to the same;
 - (c) all the Subsidiary Shares together with all Distribution Rights from time to time accruing thereto;
 - (d) all Investments together with all Distribution Rights from time to time accruing thereto;
 - (e) all rights and interests of the Company in and claims under all policies of insurance and all proceeds thereof either at the date of the Debenture or in the future held by, or written in favour of, the Company or in which the Company is otherwise interested;
 - (f) all book and other debts, revenues and monetary claims of the Company and all rights and claims of the Company against third parties and against any security in respect of such debts, revenues or claims;
 - (g) all monies from time to time standing to the credit of any and all accounts with any bank, financial institution, or other person;
 - (h) all know-how, patents, trade marks, service marks, designs, business names, copyrights, confidential information, computer software and all other intellectual property rights and any interest (including by way of licence) in any of the foregoing (in each case whether registered or not and including all application for the same);
 - (i) the benefit of all licences, consents, agreements and authorisations held or utilised by the Company in connection with its business or the use of any of its assets; and
 - (j) all the goodwill and uncalled capital of the Company.
- 1.3 A first floating charge upon all the Company's assets and undertaking whatsoever and wheresoever both present and future not effectively charged by way of first fixed charge pursuant to the provisions of clauses 1.1 and 1.2 above.

ADDITIONAL PROVISIONS

Note:

The Debenture contains the following negative pledge at clause 6:

Except to the extent permitted by the Facility Agreement, during the continuance of the security created by the Debenture, the Company will not, without the prior consent in writing of the Security Trustee:

- (a) create or agree or attempt to create or permit to subsist (in favour of any person other than the Security Trustee) any Security Interest over the whole or any part of the Charged Property; 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) sell, transfer, lease out, lend or otherwise dispose of or cease to exercise direct control over all or any part of the Charged Property or any interest therein (other than assets the subject of the floating charge on arm's length terms in the ordinary course of business) or the right to receive or to be paid the proceeds arising on the disposal of the same or agree or attempt to do so; or
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property.

Automatic conversion of floating charge

The debenture contains the following at clause 3.4:

If:

- (a) the Company creates (or purports to create) any Security Interest on or over any of the Charged Property not expressed to be subject to a fixed charge under the Debenture (a "**Floating Charge Asset**") (unless the creation of such Security Interest is permitted in writing by the Security Trustee or is permitted under the terms of the Facility Agreement); or
- (b) any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset; or
- (c) any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration or reorganisation of a Company,

the floating charge created by the Debenture will automatically (without notice) be converted into a fixed charge over the relevant Floating Charge Asset or, in the circumstances described in clause (c) above, all Floating Charge Assets, immediately such event occurs.

In this form the following terms shall have the following meanings:

"Charged Property" means all the assets, property, goodwill and undertaking of the Company from time to time charged or assigned to the Security Trustee pursuant to the terms of the Debenture.

"Distribution Rights" means all dividends, distributions and other income paid or payable on the relevant Investment or Subsidiary Share (as the case may be) together with all shares or other property derived from the relevant Investment or Subsidiary Share (as the case may be) together also with all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to the relevant Investment or Subsidiary Share (whether by way of conversion, redemption, bonus preference, option or otherwise).

"Finance Documents" has the meaning given to it in the Facility Agreement.

"Facility Agreement" means the facility agreement dated on or about the date of the Debenture pursuant to which the Lenders agreed to make facilities available to the Company inter alia.

"Investment" means any negotiable instrument, certificate of deposit, debenture, share or other investment (as defined in Part I of Schedule I to the Financial Services Act 1986 as at the date thereof including (without limitation and save where the context otherwise requires) all Subsidiary Shares owned by each Company).

"Lender" has the meaning given to it in the Facility Agreement.

"Obligor" has the meaning given to it in the Facility Agreement.

"Secured Parties" means the Arranger, the Security Trustee, the Agent, the Lenders, and **"Secured Party"** means any of them.

"Security Interest" 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.

"Subsidiary Shares" means all shares owned by the Company in its subsidiaries (meaning any company which is either a subsidiary within the meaning of section 736 of the Companies Act 1985 or a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985) from time to time incorporated in England and Wales.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03180887

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 29th JULY 2003 AND CREATED BY CPP MERCHANDISING LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY OBLIGOR TO THE SECURED PARTIES (OR ANY OF THEM) 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 6th AUGUST 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th AUGUST 2003.

P. Parn



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES