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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

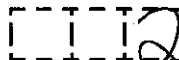
A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



3182775

Name of company

* Thorn Limited (the "Chargor")

Date of creation of the charge

28 July 2006

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

Legal Charge made between the Chargor (1) and TFCEP I (2) (the "Legal Charge")

Amount secured by the mortgage or charge

Please see attached schedule 1

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

✓ Terra Firma Capital Partners I L.P., acting through its general partner Terra Firma Investments (GP) Limited whose registered office is at East Wing, Trafalgar Court, Admiral Park, St Peter Port, Guernsey ("TFCEP I")

Postcode GY1 6HJ

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

Taylor Wessing
Carmelite
50 Victoria Embankment
London
EC4Y 0DX

Ref: SZM

Time critical reference

TER-17-29/Charge Thorn

For official Use (02/00)

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

Please see attached schedule 2

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Taylor Wessing

Date

08-08-06

On behalf of ~~XXXXXX~~ [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 must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Definitions

In the Form 395 and schedules:

"Agreement" means a loan agreement dated on or around the date of the Legal Charge made between the Chargor and TFCP I;

"Charged Property" means all assets mortgaged, charged or assigned by the Legal Charge;

"Encumbrance" includes a mortgage, charge, lien, pledge, right of pre-emption, option, covenant, restriction, lease, trust, order, decree, title defect or any other security interest or conflicting claim of ownership or right to use or any other third party right;

"Event of Default" has the meaning ascribed to that term in the Agreement;

"Property" 3 Spilsby Road, Harold Hill, Romford as registered at the Land Registry under title number EGL224719;

"Proceeds of Sale" means 100% of the gross proceeds of Sale (including any premium in respect of the grant of a Lease) or of any other dealings in any interest in all or any part of the Property; and

"Sale" means in relation to the Property, or any part of the Property, the sale of the freehold or granting of a Lease at a premium and **"Sold"** shall be construed accordingly.

SCHEDULE 1

Amount secured by the mortgage or charge

All liabilities of the Chargor owed or expressed to be owed to TFCP I under or in connection with any of the Agreement and the Legal Charge.

(the "**Secured Liabilities**").

SCHEDULE 2

Short particulars of all the property mortgaged or charged

1. Legal Charge

- 1.1 As continuing security for the payment of the Secured Liabilities the Chargor, with full title guarantee, charged to TFCP I by way of legal mortgage the Property (to the full extent of the Chargor's interest in the Property or Proceeds of Sale).

2. Negative Covenants

- 2.1 The Chargor shall not except with the prior written consent of TFCP I:

- (a) sell, transfer, lease or otherwise dispose or purport or agree to sell, transfer, lease or otherwise dispose of any interest in or lend or grant any licence or other right over the Charged Property;
- (b) create, agree to create or allow to arise or remain outstanding any Encumbrance over the Charged Property.

2.2 Proprietorship

The Chargor shall not permit any person:

- (a) to be registered as proprietor under the Land Registration Act 2002 of the Property nor create or permit to arise any overriding interest (as defined in such Act) affecting the Property; or
- (b) to become entitled to any proprietary right or interest which might affect the value of the Property.

2.3 Powers of leasing

The Chargor's statutory and any other powers of entering into Leases and accepting or agreeing to accept surrenders of Leases are excluded and shall not be exercisable by the Chargor in relation to the Property and the Chargor shall not without the prior written consent of TFCP I:

- (a) part with possession or occupation of, confer any licence or right to occupy nor confer any interest in the Property;
- (b) grant any permission to assign, underlet or part with possession or occupation of the Property;
- (c) agree or permit any amendment to or waiver of the terms of any Lease (including any Lease under which the Chargor is tenant); or
- (d) exercise any power to determine any Lease.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03182775

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 28th JULY 2006 AND CREATED BY THORN LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO TERRA FIRMA CAPITAL PARTNERS I L.P. ACTING THROUGH ITS GENERAL PARTNER TERRA FIRMA INVESTMENTS 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 9th AUGUST 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th AUGUST 2006.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES