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CHFP041

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legibly, preferably
in black type or
bold block
lettering* Insert full name
of company

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

10

03298166

Name of company

*Stockclassy Limited (the **Chargor**).

Date of creation of the charge

3 December 2007

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

Security deposit and deed of charge agreement between the Chargor and
HSBC Bank plc (the **Secured Party**) dated 3 December 2007 (the **Deed**)

Amount secured by the mortgage or charge

All payment and other obligations and liabilities owing from time to time
in any currency to the Secured Party by the Chargor under or pursuant to
any one or more of the Deed, the 442 Loans and any other document
evidencing or securing any such obligations and/or liabilities, whether
present or future, actual or contingent (and whether incurred by the
Chargor alone, jointly or jointly and severally, and whether as principal
or surety or in some other capacity) (the **442 Secured Obligations**).

Except as otherwise stated all capitalised terms used herein shall have
the meanings ascribed in clause 1 of the attached Continuation Sheet No
One

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

HSBC Bank plc, 8 Canada Square, London, United Kingdom.

Postcode E14 5HQ

Presenter's name, address and
reference (if any)

WILL DOBBIN, FRESHFIELDS
BRUCKHAUS DERINGER,
~~65 FLEET STREET, LONDON,~~
ENGLAND,
✓ UNITED KINGDOM, EC4Y 1HS
DX 23 LONDON/CHANCERY LAN

Time critical reference
GGG/JNBFor official use (02/2006)
Mortgage Section

Post room

TUESDAY



AH9QXVEW

A16

11/12/2007

317

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

The Chargor has charged the 442 Secured Property, with full title guarantee and by way of first fixed charge, in favour of the Secured Party as continuing security for the payment and discharge of the 442 Secured Obligations.

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The Chargor has given undertakings in relation to the 442 Secured Property which are contained in clause 2 of the attached Continuation Sheet No One.

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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)

[illegible]

Signed Franklin D. Lewis Date 5 December 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

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Particulars of a mortgage or charge (continued)

Continuation sheet No One
to Forms Nos 395 and 410 (Scot)

Company number

03298166

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Name of company

Stockclassy Limited

Limited*

*Delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

1

442 Account means the account number 6779 9918 with the Secured Party at 8 Canada Square (including any renewal, replacement, substitution or redesignation thereof or any additional account from time to time, in each case whether by transfer of monies, redesignation, renumbering or otherwise and sub-account(s) thereof and whether or not the same continues to be or is held at the Secured Party's offices at 8 Canada Square, London E14 5HQ, England) maintained with the Secured Party by the Chargor,

442 Deposit means all sums deposited in the 442 Account in accordance with the Deed and all other sums from time to time standing to the credit of the 442 Account (including any and all interest credited thereto from time to time) in any currency and all of the Chargor's rights, titles and interests in and to such sums and in and to all other rights, benefits and proceeds accruing to or arising in respect of or in connection with such sums,

442 Loan Facility Agreement means the agreement dated 3 December 2007 between the Secured Party and the Chargor, pursuant to which the Secured Party has agreed to make available to the Chargor as borrower a euro-denominated term loan facility in a maximum aggregate principal amount of euro 80,016,407 or such higher or lower maximum aggregate principal amount as may be approved in writing by the Secured Party thereunder;

442 Loans means (i) the 442 Loan Facility Agreement, and (ii) the Stockclassy Bridging Loan Facility Agreement;

442 Secured Property means the 442 Account, 442 Deposit and all the Chargor's present and future rights, titles, interests and benefits in and to the 442 Account and the 442 Deposit and all other monies now or at any time hereafter standing to the credit of the 442 Account, and all the Chargor's entitlements to interest and other rights and benefits accruing to or arising in connection with such account, monies or interest, each being secured in favour of the Secured Party under the Deed as continuing security for the 442 Secured Obligations,

Stockclassy Bridging Loan Facility Agreement means the agreement dated 3 December 2007 between the Secured Party and the Chargor, pursuant to which the Secured Party has agreed to make available to the Chargor as borrower thereunder a euro-denominated term loan facility in a maximum aggregate principal amount of euro 26,600,000 or such higher or lower maximum aggregate principal amount as may be approved in writing by the Secured Party, and

Amount due or owing on the mortgage or charge (continued)

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

2.
Save with the Secured Party's prior written consent, no right, title or interest in relation to the whole or part of the 442 Secured Property or to the Deed shall be (1) capable of assignment or other disposal by the Chargor or any other person or (11) the subject of any other Security Interest

Accordingly, the Chargor shall not, without the Secured Party's prior written consent:

(a) create, grant or permit to subsist, or agree to create, grant or permit to subsist any other Security Interest (however ranking in point of priority and including such as may arise by operation of law or any enactment) over or affecting the 442 Secured Property or any part thereof, or

(b) transfer, assign or purport to assign (by operation of law or otherwise), sell, convey, declare a trust or otherwise dispose of, or agree to transfer, assign, sell, convey or otherwise dispose of, the benefit of all or any of the Chargor's right, title and interest in and to the 442 Secured Property or any part thereof, nor deal with the 442 Secured Property or any part thereof in any manner.

Please do not write in this margin **Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)**

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1

Short particulars of all the property mortgaged or charged (continued)

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03298166

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY DEPOSIT AND DEED OF CHARGE AGREEMENT DATED THE 3rd DECEMBER 2007 AND CREATED BY STOCKCLASSY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO HSBC BANK PLC 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 11th DECEMBER 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th DECEMBER 2007.

DX 10w 1



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES