

# M

## 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.



066210/13.

CHFP025

Please do not write in this margin

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

1 2

03618259

Name of company

\* UBM Limited (the "Company")

Date of creation of the charge

5 September 2005

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

Debenture by the Company in favour of Mr Robin Alvarez (the "Lender"), (the "Debenture").

Amount secured by the mortgage or charge

All moneys, debts and liabilities from time to time due, owing or incurred by the Company to the Lender or its assignee or successor under the Loan Note Instrument in each case: whether present or future; whether alone or jointly with any other person; whether actual or contingent; whether as principal or as surety; in whatsoever name, firm or style; in whatsoever currency denominated; or otherwise together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed and all costs and other charges (including, without limitation, legal fees) on a full indemnity basis (the "Secured Liabilities").

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

Mr Robin Alvarez  
9 The Grove  
Highgate, London

Postcode N6 6JU

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

Mishcon de Reya  
Summit House, 12 Red Lion  
Square, London, WC1R 4QD  
TJM

For official Use (02/00)

Mortgage Section

Post room



PMO  
COMPANIES HOUSE

0064  
19 19/05

Time critical reference

Short particulars of all the property mortgaged or charged

By way of continuing security in favour of the Lender for the payment and discharge of the Secured Liabilities, the Company with full title guarantee charged to the Lender or assigned to the Lender:

1. By way of fixed charge by way of legal mortgage, the Scheduled Property and all Rights relating to the Scheduled Property.
2. By way of fixed charge, the Property (except the Scheduled Property validly charged in clause 4.1 of the Debenture) and all Rights relating to such Property.
3. By way of fixed charge the Contracts, Book Debts, Intellectual Property owned, possessed or controlled by the Company.
4. By way of fixed charge the Plant and Machinery, all the goodwill and uncalled capital for the time being of the Company.

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)

N/A

Signed

*Mushkan de Rega*

Date

*16/7/05*

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

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**Particulars of a mortgage or charge  
(continued)**Please do not  
write in this  
binding marginContinuation sheet No 1  
to Form No 395 and 410 (Scot)Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Company Number

03618259

Name of Company

UBM Limited

~~XXXXXX~~\* delete if  
inappropriate

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

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

Please do not  
write in this  
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

5. By way of floating charge, all the undertaking and assets of the 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 the Company referred to above which are, for any reason, not validly charged or assigned pursuant to clauses 4.1 (Scheduled Property) to 4.7 (Goodwill) (inclusive) of the Debenture).

6. The Company shall forthwith, at any time if so required by the Lender, at its own expense, execute and deliver to the Lender such further legal or other mortgages, charges, assignments securities, authorities and documents as the Lender may in its discretion require of the whole or such part of the Charged Property as the Lender may specify, in such form as the Lender may in its discretion require, to secure the payment or discharge of the Secured Liabilities, including, without limitation, in order to vest the whole or such part of the Charged Property in the Lender, the nominee of the Lender or in any purchaser from the Lender or the Receiver.

7. The Company shall pending the execution and delivery of any such assignments, hold such Charged Property upon trust for the Lender subject to the provisions of the Debenture.

8. The Company shall pending the execution and delivery of any such mortgages, charges, or other security, hold such Charged Property subject to the provisions of the Debenture.

9. The Company shall not:

9.1 create, purport to create or allow to subsist, any Security Interest over the whole or any part of the Charged Property except for any Permitted Security Interest; or

9.2 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 other than in the ordinary course of business.

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**Particulars of a mortgage or charge  
(continued)**

Please do not  
write in this  
binding margin

Continuation sheet No 2  
to Form No 395 and 410 (Scot)

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

Company Number

03618259

Name of Company

UBM Limited

XXXXXX

\* delete if  
inappropriate

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

Please do not  
write in this  
binding margin

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



Please do not  
write in this  
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

In this form, the following expressions shall have the following meanings:

**"Book Debts"** means: 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 the Company;

and, 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).

**"Charged Property"** means the whole or any part of the property, assets, income and undertaking of the Company from time to time mortgaged, charged or assigned to the Lender pursuant to the Debenture.

**"Contracts"** means all the 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 the Company is a party.

**"Intellectual Property"** means all subsisting patents and subsisting rights of a similar nature held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents, registered and unregistered trade marks, registered and unregistered service marks, domain names, registered designs, utility models (in each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of the world, inventions, confidential information, Know-how, business names, trade names, brand names, domain names, copyright and rights in the nature of copyright, design rights and get-up and any similar rights existing in any country; and the benefit (subject to the burden) of any and all agreements, arrangements and licences in connection with any of the foregoing.

**"Loan Note Instrument"** means the instrument constituting the £11,500,000 Variable Rate Secured Subordinated Loan Notes dated 5 September issued by the Company and includes, as the context may require, any notes issued pursuant to that instrument.

**"Permitted Security Interest"** means the security constituted by the Debenture; any current or future security interests created by the Company in favour of Barclays Bank plc or its assigns or successors in title; and liens arising by operation of law in the ordinary course of business.

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

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**Particulars of a mortgage or charge  
(continued)**

Please do not  
write in this  
binding margin

Continuation sheet No 3  
to Form No 395 and 410 (Scot)

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

Company Number

03618259

Name of Company

UBM Limited

Limited\*

\* delete if  
inappropriate

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

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

Please do not  
write in this  
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

**"Plant and Machinery"** means all plant and machinery, equipment, fittings, installations and apparatus, tools, motor vehicles and all other such assets (other than Fixtures) whatsoever, wherever situate, which are now, or at any time after the date of the Debenture become, the property of the Company.

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

**"Property"** means all estates and other interests in any freehold, leasehold or other immovable property (including, without limitation, all Fixtures on such property) which are now, or at any time after the date of the Debenture become, the property of the Company all proceeds of sale derived from such property and the benefit of all covenants to which the Company is entitled in respect of such property.

**"Receiver"** means any receiver appointed pursuant to this Debenture, including, for the avoidance of doubt, a receiver and manager, a manager or an administrative receiver.

**"Scheduled Property"** means all the property short particulars of which are set out in the Schedule attached to the Debenture (The Scheduled Property) (if any), including, without limitation, all Fixtures on such property.

**"Security Interest"** means any mortgage, charge, assignment, pledge, lien, right of set-off, hypothecation, encumbrance, priority or other security interest (whether fixed or floating) including, without limitation, any "hold-back" or "flawed asset" arrangement together with any preferential right, retention of title, deferred purchase, leasing, sale or purchase, sale and leaseback arrangement, trust agreement, declaration of trust, trust arising by operation of law, any option or agreement for any of the same or any arrangement which has substantially the same commercial or substantive effect as the creation of security.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03618259

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 5th SEPTEMBER 2005 AND CREATED BY UBM LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO MR ROBIN ALVAREZ 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 19th SEPTEMBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th SEPTEMBER 2005 .



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —