

COMPANIES FORM NO 395

M**Particulars of a mortgage or charge**

Pursuant to section 395 of the Companies Act 1985

395Please do
not write in
this marginPlease complete
legibly,
preferably in
black type or
bold block
lettering

To the Registrar of Companies

For Official Use

Company Number

1		
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03659067

Name of company*Insert full name of
companyCrazy George's Limited ("**Chargor**")**Date of creation of the charge**

9 June 2007

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

Debenture dated 8 June 2007 made between Brighthouse Limited, Caversham Finance Limited ("**CFL**"), Caversham Trading Limited ("**CTL**") and Crazy George's Limited ("**CGL**") (together the "**Chargors**" and each a "**Chargor**") in favour of Landsbanki Commercial Finance (a division of Landsbanki Islands HF) (the "**Debenture**")

Amount secured by the mortgage or charge

All present and future moneys, debts and liabilities due, owing or incurred by it to any Finance Party under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise) (the "**Liabilities**")

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

Landsbanki Commercial Finance (a division of Landsbank Islands HF) (the "**Security Trustee**")
Operating through its London branch at Beaufort House
15 St Botolph Street
London
EC3A 7QR

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

Cobbetts LLP
No 1 Whitehall Riverside
Leeds
LS1 4BN

Ref MLZ/LA610 14

Time critical reference
MLZ

For Official Use
Mortgage section

Post Room

SATURDAY



A0IB3QG0

A04

16/06/2007

653

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1	Each Chargor, with full title guarantee and as security for the payment of all Liabilities (whether of that or any other Chargor), charges in favour of the Security Trustee (as trustee for the Finance Parties)
1 1	by way of first legal mortgage, any Material Real Property now belonging to it,
1 2	by way of first fixed equitable charge, Material Real Property acquired by it in the future, and
1 3	by way of first fixed charge, all its present and future
1 3 1	Book Debts,
1 3 2	Bank Accounts,
1 3 3	Investments ((including the shares in Subsidiaries described in Schedule 3 (Investments in Subsidiaries)),
1 3 4	uncalled capital and goodwill,
1 3 5	Key Intellectual Property (save that no warranty is given as to whether Key Intellectual Property is subject to licences granted to third parties) other than any constituting Excluded Intellectual Property,
1 3 6	plant and machinery (except that mortgaged or charged by the Debenture (noted at 1 1 and 1 2 above) excluding any of the same for the time being forming part of any Chargor's stock in trade or work in progress,

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed 
On behalf of the Security Trustee

Date 15/06/2007

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, e.g. "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.

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

- 1 3 7 (to the extent that they are not subject to an effective assignment under the Debenture (noted at 2 below)) the Key Insurances and all related proceeds, claims of any kind, returns of premium and other benefits other than proceeds of such Key Insurances applied towards the reinstatement of the insured asset, and
 - 1 3 8 (to the extent that they are not subject to an effective assignment under the Debenture (noted at 2 below)) all rights under any Hedging Agreement
- 2 Each Chargor, with full title guarantee, assigns absolutely to the Security Trustee (as trustee for the Finance Parties) all its present and future right, title and interest in and to
 - 2 1 any Hedging Agreement including all moneys payable to that Chargor and any claims, awards and judgments in favour of receivable or received by that Chargor or in connection with or pursuant to any Hedging Agreement, and
 - 2 2 each of the Key Insurances and all proceeds in respect of such Key Insurances and all benefits of such Key Insurances (including all claims relating to, and all returns of premium in respect of, such Key Insurances) other than proceeds of such Key Insurances which are to be applied prior to an Acceleration Event
- 3 Each Chargor, with full title guarantee and as security for the payment of all Liabilities (whether of that or any other Chargor), charges in favour of the Security Trustee (as trustee for the Finance Parties) by way of first floating charge its undertaking and (i) all its assets, both present and future (including assets expressed to be charged under the Debenture) situated outside Scotland or governed by a body of law other than Scots Law (save that no warranty is given as to whether any Intellectual Property is subject to licences granted to third parties), and (ii) all of its assets situated in Scotland or otherwise governed by Scots law, but excluding in each case the Yellow Money Trust Account and all rights in respect of it

Notes

Note 1

No Chargor shall create or permit to subsist any Security Interest over any Charged Asset except as permitted by the Facility Agreements

No Chargor shall (nor shall any Chargor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, assign, transfer or otherwise dispose of any Charged Asset except as permitted by the Facility Agreements

Note 2

Each Chargor shall, save in the ordinary course of business in a fashion which is not Dues Adverse, not exercise any power to determine or extend, or accept the surrender of, any lease of Material Real Property of which it is the lessor, and save in the ordinary course of business in a fashion which is not Dues Adverse, not exercise any of the powers of leasing or agreeing to lease any Material Real Property vested in or conferred on mortgagors by the general law

Note 3

Under the terms of the Debenture, the Security Trustee may appoint a Receiver in respect of the Chargor

Definitions and Interpretation

Words importing the singular number shall include the plural and vice versa

"Acceleration Event" means the exercise by the Senior Agent of its rights under Clause 23 16(B) (*Acceleration*) of the Senior Facility Agreement and, after the Senior Discharge Date, the exercise by the Mezzanine Agent of its rights under Clause 21 16(B) (*Acceleration*) of the Mezzanine Facility Agreement

"Acceptable Security" means Security Interests, in favour of the Security Trustee on behalf of the Finance Parties, in the form of the Mezzanine Transaction Security Documents, and Guarantees in favour of the Mezzanine Finance Parties, in each case subject to such modifications and reservations as are necessary (in the opinion of the Mezzanine Agent acting reasonably) to accommodate the requirements of any applicable Regulator in the case of a Regulated Company and, in the case of any other member of the Group, to avoid any breach of the laws or regulations of any applicable jurisdiction

"Additional Debt" means, in relation to any Debt

- 1 any refinancing, novation, deferral or extension of that Debt,
- 2 any further advance made under any agreement supplemental to any relevant Finance Document or, as the case may be, Intercompany Document, plus all related interest, fees and costs,
- 3 any claim for damages or restitution in the event of rescission of that Debt or otherwise in connection with any Finance Document or, as the case may be, Intercompany Document,
- 4 any claim against any Debtor arising from any recovery by any Debtor or any other person of a payment or discharge in respect of that Debt on the grounds of preference or otherwise, and
- 5 any amounts (such as post-insolvency interest) which would otherwise be included in (a) to (d) above but for any discharge, non-provability, unenforceability or non-allowability of the same in any Insolvency or other proceedings,

"Approving Agent" means the Senior Agent or the Mezzanine Agent,

"Bank Accounts" of a Chargor means all current, deposit, or other accounts with any bank of financial institution in which it at the date of the Debenture or in the future has an interest other than the Yellow Money Trust Account and (to the extent of its interest) all balances at the date of the Debenture or in the future standing to the credit of or accrued or accruing on those accounts,

"Book Debts" of a Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts and any rights under the Yellow Money Trust Account) at the date of the Debenture or in the future owing or payable to it and the benefit of all related negotiable instruments, rights, Security Interest, guarantees and indemnities of any kind

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

"Charges" means all or any of the Security Interest created or expressed to be created by or pursuant to the Debenture

Commitment means

- 1 in relation to a Mezzanine Original Lender, the amount set opposite its name under the heading "Commitment" in Part 2 of Schedule 1 of the Mezzanine Facility Agreement and the amount of any other Commitment transferred to it under the Mezzanine Facility Agreement, and
- 2 in relation to any other Mezzanine Lender, the amount of any Commitment transferred to it under the Mezzanine Facility Agreement,

to the extent not cancelled, reduced or transferred by it under the Mezzanine Facility Agreement

"Debt" means all or any (as the context requires) of the Secured Debt and the Intercompany Debt,

"Debtors" means the Parent and each

- 1 Obligor,
- 2 other member of the Group which has any obligation to any Finance Party under any Finance Document, and
- 3 any other person that is a debtor in respect of any Debt,

and shall include each New Debtor,

"Draft Legal Review" means the due diligence report prepared by Slaughter and May in the form of the draft dated 15 May 2007

"Excluded Intellectual Property" means any Intellectual Property in which any Chargor has an interest pursuant to any licence or other agreement the terms of which preclude absolutely the Chargor from assigning or creating any charge over its interest in such Intellectual Property or require the consent of any third party prior to the making of such assignment or the creation of such charge until the relevant consent shall have been obtained

"Excluded Leasehold Property" means any leasehold property held by any Chargor under a lease the terms of which preclude absolutely the Chargor from creating any charge over its leasehold interest in such property or require the consent of any third party prior to the creation of such charge until the relevant consent shall have been obtained,

"Facility Agreements" means the Senior Facility Agreement and the Mezzanine Facility Agreement,

"Finance Documents" means the Senior Finance Documents and the Mezzanine Finance Documents

"Finance Parties" means each Senior Finance Party and each Mezzanine Finance Party;

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus excluding, in the case of leasehold property, landlord's fixtures (but including other trade fixtures) and excluding, in the case of freehold property and leasehold property which is sub-let to a third party, tenant's and trade fixtures and fittings of such third party,

"Guarantees" means guarantees and indemnities in the form given pursuant to the terms of the Mezzanine Facility Agreement, or in such other form as is agreed with the Parent by the Mezzanine Agent (acting on the instructions of the Majority Lenders)

"Group" means the Parent and its Subsidiaries from time to time

"Hedge Counterparty" is as defined in the Subordination Deed

"Hedging Agreements" means each master agreement, confirmation or other agreement entered into or to be entered into by a Debtor (as defined in the Subordination Deed) and a Hedge Counterparty for the purposes of hedging interest rate liabilities under the Senior Facility Agreement and/or the Mezzanine Facility Agreement in amounts no less than those indicated in the Hedging Letter and/or hedging other liabilities and any other interest rate hedging facility provided by a Hedge Counterparty to a Debtor and which has been approved by the Approving Agent under the terms of the Subordination Deed,

"Hedging Debt" means all present and future liabilities (actual or contingent) payable or owing by any Debtor (and whether incurred solely or jointly) to any Hedge Counterparty under or in connection with the Hedging Agreements, whether or not matured and whether or not liquidated, together with any Additional Debt relating thereto,

"Hedging Letter" means a letter dated on or about the date of the Debenture made between the Parent (1), the Security Trustee (2) and Landsbanki Islands Hf (3),

"Intellectual Property" of a Chargor means all trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which it now or in the future owns or (to the extent of its interest) in which it now or in the future has an interest but excluding Excluded Intellectual Property (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same)

Intercompany Debt: means all present and future liabilities (actual or contingent) payable or owing by any member of the Group (and whether incurred solely or jointly) to any other member of the Group whether or not matured and whether or not liquidated, together in each case with any Additional Debt relating thereto but excluding any trading liabilities arising in the ordinary course of trading,

Intercompany Documents means each of the documents and agreements constituting all or part of the Intercompany Debt,

"Investments" of a Chargor means

- 1 securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),
- 2 warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,
- 3 all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and
- 4 all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case at the date of the Debenture or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest

"Key Insurances" of a Chargor means the contracts and policies of insurance at the date of the Debenture or in the future taken out by or on behalf of it or (to the extent of its interest) in which it at the date of the Debenture or in the future has an interest that relate to

- 1 those of the Group's operating / IT systems which are required for a third party to collect gross dues on behalf of a dues holder, and
- 2 theft and fidelity insurance in respect of cash and cheques in transit,

where the Security Trustee is named as first loss payee

"Key Intellectual Property" means the Intellectual Property noted below

Trade Marks

Country	Class	Renewal Date	Owner	Trademark
UK	7,9,11,20 ,35,36,37	24 July 2011	CFL	BRIGHTHOUSE
EU	7,9,11,20 ,35,36,37	28 September 2011	CFL	BRIGHTHOUSE
UK	9,41	8 April 2015	CFL	BAIRD

Domain Names

brighthousestores.co.uk	Re email
brighthouse.info	Re website

which is needed for the operation and maintenance of the business critical operations of the Chargors and any further Intellectual Property becoming Key Intellectual Property under the terms of the Debenture,

"Majority Lenders" means

- 1 if there are no Loans then outstanding, a Mezzanine Lender or Lenders whose Commitments aggregate more than 66 ⅔ per cent of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 66 ⅔ per cent of the Total Commitments immediately prior to the reduction), or
- 2 at any other time, a Lender or Lenders whose participations in the Loans then outstanding aggregate more than 66 ⅔ per cent of all the Loans then outstanding

"Material Real Property" means any Real Property other than (a) leasehold property comprised in a lease which reserves an open market rent and was not granted in consideration of a capital sum, or (b) leasehold property comprised in a lease whose terms has less than ten years unexpired at the date of the Debenture, or (c) any licence to occupy any Real Property,

"Mezzanine Accession Letter" a document substantially in the form set out in the Mezzanine Facility Agreement

"Mezzanine Agent" means Landsbanki Islands HF operating through its London branch at Beaufort House, 15 St Botolph Street, London EC3 7QR as agent for the Mezzanine Lenders,

"Mezzanine Agreed Form" means in the form agreed between the Parent and the Mezzanine Agent prior to the date of the Mezzanine Facility Agreement

"Mezzanine Arranger" means Landsbanki Islands HF as arranger of the facility under the Mezzanine Facility Agreement

"Mezzanine Facility Agreement" means the mezzanine side letter dated on or about the date of the Debenture from the Mezzanine Agent to the Chargors as the same is to be amended and restated after the date of the Debenture to take the form of a mezzanine facility agreement made between, amongst others, the Parent and the Mezzanine Finance Parties

"Mezzanine Finance Documents" means the Mezzanine Facility Agreement, the Senior Facility Agreement, the Mezzanine Security Documents, the Mezzanine Syndication Letter, any fee letter, the Subordination Deed, any Mezzanine Accession Letter, any Mezzanine Resignation Letter, any addendum recording an increase in the Total Commitments under Clause 2.1 of the Mezzanine Facility Letter, and any other document designated as such by the Mezzanine Agent and the Parent in writing

"Mezzanine Finance Party" means the Mezzanine Agent, the Mezzanine Arranger, the Security Trustee or a Mezzanine Lender

"Mezzanine Lender" means any Mezzanine Original Lender and any bank which has become a Mezzanine Party which in each case has not ceased to be a Mezzanine Party in accordance with the terms of the Mezzanine Facility Agreement

"Mezzanine Original Lender" means Landsbanki Island HF as Original Lender under the Mezzanine Facility Agreement

"Mezzanine Party" means a party to the Mezzanine Facility Agreement

"Mezzanine Resignation Letter" means a document substantially in the form set out in the Senior Facility Agreement

"Mezzanine Security Documents" means each Mezzanine Transaction Security Document and each other document creating a Security Interest as agreed between the Mezzanine Agent and the Parent

"Mezzanine Syndication Letter" means a letter in the Mezzanine Agreed Form regarding the syndication of the Mezzanine Original Lender's obligations under the Mezzanine Facility Agreement

"Total Commitments" means the aggregate of the Commitments being £30,000,000 at the date of this Agreement

"Mezzanine Transaction Security Document" means each document constituting Transaction Security and referred to in Schedule 2 of the Mezzanine Facility Agreement

"New Debtor" means any member of the Group which borrows, or grants any Security Interest or guarantee in respect of, or otherwise becomes liable for, any Debt,

"Obligors" means each Obligor as defined in the respective Facility Agreements,

"Parent" means Brighthouse Limited (CRN 06073794) whose registered office is at Chiltern House, Marsack Street, Caversham, Reading, Berkshire RG4 5AP,

"Regulated Company" means Caversham Insurance (Isle of Man) Limited and Caversham Insurance Limited and such other member of the Group as agreed between the Parent and the Mezzanine Agent as carrying on a regulated business

"Real Property" means freehold and leasehold property in England and Wales and other real property anywhere in the world but excluding Excluded Leasehold Property (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon),

"Secured Debt" means all or any (as the context requires) of the Senior Debt and the Mezzanine Debt,

"Security Interest" any lien, pledge, mortgage, charge or other security interest,

"Senior Accession Letter" a document substantially in the form set out in the Senior Facility Agreement,

"Senior Additional Borrower" means a Subsidiary of the Parent which becomes a Senior Borrower under the Senior Facility Agreement in accordance with the terms thereof,

"Senior Additional Contracting Subsidiary" means a Subsidiary of the Parent which becomes a Contracting Subsidiary in accordance with the terms of the Senior Facility Agreement,

"Senior Agent" means the Security Trustee as agent under the Senior Facility Agreement,

"Senior Agreed Form" means the form agreed between the Parent and the Senior Agent prior to the date of the Senior Facility Agreement,

"Senior Arranger" means the Security Trustee as arranger under the Senior Facility Agreement,

"Senior Borrower" means a Senior Original Borrower or a Senior Additional Borrower under the Senior Facility Agreement, unless in either case it has ceased to be a Senior Borrower in accordance with the terms of the Senior Facility Agreement,

"Senior Contracting Subsidiary" means each of the Senior Original Contracting Subsidiaries and Senior Additional Contracting Subsidiaries, excluding any that has been released from its obligations as a Senior Contracting Subsidiary in accordance with the terms of the Senior Facility Agreement

Senior Debt means all present and future liabilities (actual or contingent) payable or owing by any Debtor (as defined in the Subordination Deed) (and whether incurred solely or jointly) to any Senior Finance Party under or in connection with the Senior Finance Documents, whether or not matured and whether or not liquidated, together with any Additional Debt relating thereto, for the avoidance of doubt, the Senior Debt shall include the Hedging Debt *pari passu* with all other Senior Debt,

Senior Discharge Date: means the date on which all Senior Debt has been irrevocably and fully paid and discharged and all commitments of the Senior Finance Parties to the Debtors in relation to all Senior Debt have come to an end in accordance with the Senior Finance Documents,

"Senior Facility Agreement" means the revolving facility agreement dated on or about 7 June 2007 between, *inter alia*, the Parent and CFL as Senior Original Borrowers, the Securing Subsidiaries therein defined as securing subsidiaries, Landsbanki Commercial Finance as Arranger, the Lenders named in that agreement and Landsbanki Commercial Finance as Agent and as Security Trustee

"Senior Finance Documents" means the Senior Facility Agreement, the Senior Security Documents, the Senior Syndication Letter, any Hedging Agreement, the Subordination Deed, the Mezzanine Facility Agreement, any Senior Accession Letter, any Senior Resignation Letter, and any other document designated as such by the Senior Agent and the Parent in writing,

"Senior Finance Party" means the Senior Agent, the Senior Arranger, the Security Trustee (as Security Trustee under the Senior Facility Agreement) any Senior Hedge Counterparty, the Senior Issuing Bank or a Senior Lender,

"Senior Issuing Bank" means the Security Trustee as issuing bank under the Senior Facility Agreement,

"Senior Lender" means the Security Trustee as Original Lender under the Senior Facility Agreement and any bank or other entity which has become a Senior Party in accordance the Senior Facility Agreement, which in each case has not ceased to be a Senior Party in accordance with the terms of the Senior Facility Agreement

"Senior Obligors" means the Parent, a Senior Borrower or a Senior Contracting Subsidiary

"Senior Original Borrower" means the Parent and CFL,

"Senior Original Contracting Subsidiaries" means CFL, CTL and CGL,

"Senior Party" means a party to the Senior Facility Agreement,

"Senior Resignation Letter" means a document substantially in the form set out in the Senior Facility Agreement

"Senior Security Documents" means each Senior Transaction Security Document and each other document creating a Security Interest as agreed between the Senior Agent and the Parent,

"Senior Syndication Letter" means a letter in the Senior Agreed Form regarding the syndication of the Senior Lender's obligations under the Senior Facility Agreement,

"Senior Transaction Security Document" means each document constituting transaction security under the Senior Facility Agreement,

"Subordination Deed" a subordination agreement dated on or around the date of the Debenture made between the Parent, CTL, CGL, CFL, the Security Trustee and Landsbanki Islands HF

"Subsidiary" means a subsidiary within the meaning of section 736 of the Companies Act 1985,

"Transaction Security" means Security Interests in favour of the Security Trustee being Acceptable Security and otherwise on the terms of the Mezzanine and Senior Transaction Security Documents

"Yellow Money Trust Account" means an account of CFL with a bank approved by the [Senior] Agent, of the nature described in Paragraph 2.2.3 of the Draft Legal Review over which CFL has declared a trust pursuant to a deed of trust dated 30 March 2007

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 03659067

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 9th JUNE 2007 AND CREATED BY CRAZY GEORGE'S LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANY FINANCE PARTY 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 16th JUNE 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd JUNE 2007

Angela



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES