

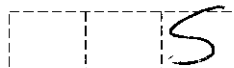
155419/13

M**COMPANIES FORM No. 395****Particulars of a mortgage or charge****395**

CHFP025

Please do not
write in
this marginPlease complete
legibly, preferably
in black type, or
bold block lettering* insert full name
of Company**A fee of £13 is payable to Companies House in
respect of each register entry for a mortgage or
charge.**To the Registrar of Companies
(Address overleaf - Note 6)

For official use



Company number

03776822

Name of company

* WYKO HOLDINGS LIMITED (the "Company")

Date of creation of the charge

16 December 2005

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

GUARANTEE AND MORTGAGE DEBENTURE (the "Debenture")

Amount secured by the mortgage or charge

By clause 2.1 of the Debenture the Company has covenanted that it will on demand pay to LTSBCF all moneys and discharge all obligations and liabilities at the date of the Debenture or thereafter due, owing or incurred by the Company to LTSBCF whether express or implied, present, future or contingent, joint or several, incurred as principal or surety, denominated in whatever currency or incurred on any banking account or in any manner whatsoever, including without limitation, all indebtedness under the Finance Documents when the same become due for payment or discharge and interest (as well after as before judgment) to date of payment at such rates and upon terms as may from time to time be payable and all commission, fees, expenses and other charges and all legal and other costs when the same become due for payment or discharge (the "Secured Obligations").

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

Lloyds TSB Commercial Finance Limited (Company Number 00733011) of Boston House, The Little Green, Richmond, Surrey ("LTSBCF")

Postcode TW9 1QE

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

Hammonds
7 Devonshire Square
Cutlers Gardens
London
EC2M 4YH

For official Use (02/00)

Mortgage Section

Post room

LD3
COMPANIES HOUSE

L1HTTBFF

419
22/12/2005Time critical reference
ABD/CXM1/LLO.200-0109

• Short particulars of all the property mortgaged or charged

By clause 3.1 of the Debenture the Company, with full title guarantee, has charged to LTSBCF as a continuing security for the payment and discharge of the Secured Obligations:

- (a) by way of first legal mortgage, the Properties specified in Schedule 2 (Properties) of the Debenture, a list of which is set out in Addendum 4/4 of this form 395;
- (b) by way of first legal mortgage, all Properties (other than any Properties specified in Schedule 2 (Properties) of the Debenture and listed in Addendum 4/4 of this form 395) at the date of the Debenture owned by the Company or in which the Company has an interest;
- (c) by way of first fixed charge (to the extent not the subject of a legal mortgage by virtue of clauses 3.1(a) or 3.1(b) of the Debenture) all present and future Properties at the date of the Debenture or from time to time thereafter owned by the Company or in which the Company may have an interest;
- (d) by way of first fixed charge, all Equipment at the date of the Debenture or from time to time thereafter owned by the Company or in which the Company has an interest and the benefit of all contracts and warranties relating to the same;

(PLEASE SEE ADDENDUM 4/4)

Please do not write in this margin

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

01
95

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Hammonds

Date

22/12/05

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

On behalf of chargee[†]

Notes

[†] delete as appropriate

- 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

M395 Continuation

Company number

03776822

Name of company

* insert full name
of company

* WYKO HOLDINGS LIMITED (the "Company")

Addendum 1/4

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

Addendum 2/4

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

M395 Continuation

Company number

03776822

Name of company

* insert full name
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* WYKO HOLDINGS LIMITED (the "Company")

Addendum 3/4

3. Names, addresses and description of the mortgagees or persons entitled to the charge (continued)

Name of company

* insert full name
of company

* WYKO HOLDINGS LIMITED (the "Company")

Addendum 4/4

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

- (e) by way of first fixed charge, all Securities at the date of the Debenture or from time to time thereafter owned by the Company or in which the Company has an interest;
- (f) by way of first fixed charge, all Non-Vesting Debts;
- (g) by way of first fixed charge, all Related Rights to all Non-Vesting Debts;
- (h) by way of first fixed charge, all Other Debts at the date of the Debenture or from time to time thereafter owned by the Company or in which the Company has an interest (whether originally owing to the Company or purchased or otherwise acquired by it);
- (i) by way of first fixed charge, the proceeds of collection of all Other Debts and all moneys standing to the credit of the Receivables Account;
- (j) by way of first fixed charge any and all amounts from time to time standing to the credit of all present (at the date of the Debenture) and future accounts of the Company with any bank, financial institution or other person including, without limitation, the Accounts;
- (k) by way of first fixed charge, all moneys from time to time payable to the Company under or pursuant to the Insurances including without limitation the right to the refund of any premiums;
- (l) by way of first fixed charge, the proceeds of all other sums of money received by the Company, other than those specified in clauses 3.1(f), 3.1(g), 3.1(h), 3.1(i), 3.1(j) and/or 3.1(k) of the Debenture;
- (m) by way of first fixed charge, the goodwill and uncalled capital of the Company;
- (n) by way of first fixed charge, all Intellectual Property at the date of the Debenture or from time to time thereafter owned by the Company or in which the Company may have an interest.

(together the "Fixed Charge Assets")

By Clause 3.2 of the Debenture, the Company, with full title guarantee, has assigned to LTSBCF absolutely:

- (a) the Rentals, together with the benefit of all rights and remedies of the Company relating to them; and
- (b) the goodwill of the business carried out at the Property

to be held by the Lender subject to reassignment on payment and discharge in full of the Secured Obligations.

By clause 3.3 of the Debenture the Company, with full title guarantee, has charged to LTSBCF by way of first floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future including, without limitation, its Inventory, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to clause 3.1 of the Debenture or otherwise pursuant to the Debenture but including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland.

(together with the Fixed Charged Assets the "Charged Assets")

By clause 3.5 of the Debenture the Company has covenanted that it will not:

- (a) dispose of all or any of its Properties in whole or in part;

Name of company

* insert full name
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- (b) dispose of all or any of the other Fixed Charge Assets without the prior written consent of LTSBCF;
- (c) dispose of Inventory or any other Charged Asset the disposal of which is not otherwise restricted by the express terms of the Debenture otherwise than for full value in the ordinary course of business;
- (d) create or attempt to create or permit to subsist in favour of any person other than LTSBCF any Encumbrance on or affecting the Charged Assets or any part thereof other than a Permitted Encumbrance and a lien arising by operation of law in the ordinary course of trading over property other than land.

By clause 6.1 of the Debenture the Company shall if and when at any time required by LTSBCF execute such further Encumbrances and assurances in favour or for the benefit of LTSBCF and do all such acts and things as LTSBCF shall from time to time require over or in relation to all or any of the Charged Assets to:

- (a) secure the Secured Obligations;
- (b) perfect or protect LTSBCF's security over the Charged Assets or any part thereof;
- (c.) or to facilitate the realisation of the same; and
- (d) to give effect to the terms of the Debenture

By clause 11.4 of the Debenture the Company has undertaken to indemnify and keep indemnified LTSBCF, any Administrator or Receiver and any attorney, agent or other person appointed by LTSBCF under the Debenture and the LTSBCF's officers and employees (each an "Indemnified Party") in respect of all costs, losses, actions, claims, expenses, demands or liabilities whether in contract, tort or otherwise and whether arising at common law, in equity or by statute which may be incurred by, or made against, any of the Indemnified Parties (or by or against any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable) at any time relating to or arising directly or indirectly out of or as a consequence of:

- (a) anything done or omitted in the exercise or purported exercise of the powers contained in the Debenture; or
- (b) any breach by the Company of any of its obligations under the Debenture; or
- (c) an Environmental Claim made or asserted against an Indemnified Party which would not have arisen if the Debenture had not been executed and which was not caused by the gross negligence or wilful default of the relevant Indemnified Party.

By clause 13.1 of the Debenture, the Debenture and the obligations of the Company under the Debenture shall extend to the ultimate balance from time to time owing in respect of the Secured Obligations and shall be a continuing security notwithstanding any intermediate payment, partial settlement or other matter whatsoever.

Definitions:

"Account" means each account other than any Trust Account (as defined in the Debt Purchase Agreement) and/or the Receivables Account from time to time opened or maintained by the Company and any company set out in Schedule 1 of the Debenture at such branch of the Account Bank (being any bank with which such company maintains a Receivables Account or one or more Accounts) as the Lender may approve and all rights, benefits and proceeds in respect of such account, and references to Accounts shall be construed as being to any one or more Account as the context permits.

"Administrator" means any person appointed under Schedule B1 Insolvency Act 1986 to manage the Company's affairs, business and property.

"Collateral Instruments" means notes, bills of exchange, certificates of deposit and other negotiable and non-negotiable instruments, guarantees and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing an Encumbrance.

Name of company

* insert full name
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"Debt Purchase Agreement" means the debt purchase agreement entered into between the Companies listed in schedule 1 of the Debenture (save for Wyko Group Limited) and LTSBCF on or around the date of the Debenture pursuant to which certain debts are assigned to LTSBCF for the purposes contemplated therein.

"disposal" includes any sale, lease, sub-lease, assignment or transfer, Encumbrance, the grant of an option or similar right, the grant of any easement, right or privilege, the grant of a licence or permission to assign or sublet, the creation of a trust or other equitable interest or any other proprietary right in favour of a third party, a sharing or parting with possession or occupation whether by way of licence or otherwise and the granting of access to any other person over any Intellectual Property, and any agreement or attempt to do any of the foregoing and "dispose" and "disposition" shall be construed accordingly.

"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind securing or preferring any obligation of any person or any other arrangement having the effect of conferring rights of retention or set-off or other disposal rights over an asset (including, without limitation, title transfer and/or retention arrangements having a similar effect) and includes any agreement to create any of the foregoing;

"Environment" means:

- (a) land, including, without limitation, surface land, sub-surface strata, sea bed and river bed under water (as defined in paragraph (b) below) and natural and man-made structures;
- (b) water, including, without limitation, coastal and inland waters, surface waters, aquatic sediment, ground waters and water in drains and sewers;
- (c) air, including, without limitation, air inside buildings and other natural and man-made structures above or below ground; and
- (d) any living systems or organisms supported by the media set out in (a), (b) or (c) above.

"Environmental Claim" means in relation to the Environment and Environmental Law any written claim, demand, suit or notice from a third party or any order of a court of competent jurisdiction, any suit, claim, demand or notice from any Environmental Regulator, any charge or condition imposed by any Environmental Regulator, any notice served by any Environmental Regulator requiring Remediation or any written indication from any Environmental Regulator that a requirement to carry out Remediation will be imposed.

"Environmental Law" means all European Community, national, state, federal, regional or local laws, common law, statutes, ordinances, directives, directions, regulations, notices, relevant clean-up standards, judgments, decrees or orders, codes of practice, the requirements and conditions of all Environmental Licences both express and implied, covenants, agreements, circulars, guidance notes (statutory or otherwise), judicial and administrative interpretations of each of the foregoing concerning (without limitation) the protection of human health or the Environment or the conditions of the workplace and worker health and safety and process safety, or the generation, transportation, storage, treatment or disposal of any Relevant Substance, as enacted, amended, replaced or supplemented from time to time.

"Environmental Licence" means any permits, consents, licences, certificates, notices, filings, lodgements, agreements, directions, declarations, exemptions, variations, renewals and amendments and other authorisations and approvals required or provided under Environmental Law.

"Environmental Regulator" means any governmental entity or other public or quasi-public authority or privatised utility having responsibility for any matters concerning the Environment or Environmental Law.

"Equipment" means machinery, equipment, furniture, furnishings, fittings and fixtures and other tangible personal property (other than Inventory), including, without limitation, data processing hardware and software, motor vehicles, aircraft, dies, tools, jigs and office equipment, together with all present and future additions thereto, replacements or upgrades thereof, components and auxiliary parts and supplies used or to be used in connection therewith and all substitutes for any of the foregoing, and all manuals, drawings, instructions, warranties and rights with respect thereto wherever any of the foregoing is located and any other asset which would be treated as a fixed asset under GAAP.

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

Name of company

* insert full name
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* WYKO HOLDINGS LIMITED (the "Company")

"Fixtures" means, in relation to a Property, all fixtures and fittings (including trade fixtures and fittings), fixed plant and machinery and other items attached to that property, whether or not constituting a fixture at law.

"GAAP" means accounting principles which are for the time being generally acceptable in the United Kingdom.

"Indebtedness" means any obligation for the payment or repayment of money, whether as principal or surety and whether present or future, actual or contingent.

"Insurances" means all present and future contracts or policies of insurance (including life assurance policies) taken out by the Company or in which the Company from time to time has an interest.

"Intellectual Property" means all patents (including applications for and rights to apply for patents), trade marks and service marks (whether registered or not) and applications for the same, trade names, registered designs, design rights, semi-conductor topography rights, database rights, copyrights, computer programs, know-how and trade secrets and all other intellectual or intangible property or rights and all licences, agreements and ancillary and connected rights relating to intellectual and intangible property, in each case now or from time to time hereafter owned by the Company, including any renewals, revivals or extensions thereof and wherever in the world subsisting.

"Inventory" means inventory, goods and merchandise, wherever located, raw materials, work-in-progress, finished goods, returned goods and materials and supplies of any kind, nature or description used in connection with the Company's business or used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise and such other specified property, and all documents of title or other documents representing them.

"Non-Vesting Debts" means all and any Debts (as defined in the Debt Purchase Agreement) purportedly assigned to LTSBCF pursuant to the Debt Purchase Agreement but which do not, for any reason, vest absolutely and effectively in LTSBCF from time to time.

"Other Debts" means (at all times excluding all and any Non-Vesting Debts) book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever and all things in action which may give rise to any debt, revenue or claim, together with the full benefit of any Encumbrances, Collateral Instruments and any other rights relating thereto (whether as creditor or beneficiary) including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights, but excluding any assets the subject of clauses 3.1(l) or 3.1(m) of the Debenture.

"Permitted Encumbrance" has the meaning given to it in the Property Term Loan Agreement.

"Property" means freehold and leasehold property wherever situated (other than any heritable property in Scotland), and includes all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same and "Properties" means all or any of the same, as the context requires.

"Property Term Loan Agreement" means the property term loan agreement dated on or about the date of the Debenture and made between the Company, Wyko Group Limited, Wyko Industrial Services Limited and LTSBCF pursuant to which LTSBCF has made a loan facility available for the purposes set out therein.

"Receivables Account" means the account with any bank, financial institution or other person to which the proceeds of realisation of Other Debts are to be paid.

"Receiver" means any receiver and/or manager not being an administrative receiver (within the meaning of section 29(2) Insolvency Act 1986) appointed by the Lender pursuant to clause 9.1 of the Debenture.

"Related Rights" has the meaning given to it in the Debt Purchase Agreement

"Relevant Substance" means any natural or artificial substance (in solid or liquid form or in the form of a gas or vapour) whether alone or in combination with any substance capable of causing harm to man or any other living organism

Name of company

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supported by the Environment or damaging the Environment or public health or welfare including, but not limited to, any controlled, special, hazardous, toxic or dangerous waste.

"Remediation" means any and all investigating, sampling, analysing, removing, remedying, cleaning-up, abating, containing or ameliorating the presence in or effect on the Environment of any contamination or pollution including, without limitation, the removal, treatment and disposal of material and the treatment and monitoring of ground waters and gases and emissions to air and the obtaining of expert technical and legal advice (including all project management functions) in relation thereto.

"Rentals" means all rents, profits, income, fees and other sums at any time and from time to time payable by any tenants, under-tenants or licencees to any of the companies set out in Schedule 1 of the Debenture pursuant to the terms of a Lease excluding any sums payable in respect of (a) services provided to tenants, under-tenants or licensees (b) insurance premiums and (c) reasonable professional fees and expenses.

"Securities" means stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe any of the same) whether marketable or otherwise and all interests (including but not limited to loan capital) in any person, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest, or otherwise in respect thereof.

LIST OF PROPERTIES SUBJECT TO FIRST LEGAL MORTGAGE UNDER CLAUSE 3.1 (a) OF THE DEBENTURE:

Brassmill Lane, Bath, Title number ST134989

Great Lister Street, Birmingham, Title number WK95531

Redfern Road, Birmingham, Title Number WM643238

Wharf Lane, Chesterfield, Title Number DY127604 / DY80415

Brunel Gate, Doncaster, Title Number NT301230 / NT338614

Queeens Cross, Dudley, Title Number WM77420 / WM118306

King Edward Street, Grimsby, Title Number HS264767

Amber Way, Halesowen, Title Number WM634328

Hereward Rise, Halesowen, Title Number WM711303

Pond Street, Kirkby in Ashfield, Title Number NT345033 / NT309242

Mylord Crescent, Newcastle upon Tyne, Title Number TY325310

Carn Brea Lane, Redruth, Title Number CL154073

Commercial Road, Southampton, Title Number HP524800

Normandy Road, Swansea, Title Number WA72158

Faraday Road, Great Yarmouth, Title Number NK156595

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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. 03776822

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A GUARANTEE AND MORTGAGE DEBENTURE DATED THE 16th DECEMBER 2005 AND CREATED BY WYKO HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS TSB COMMERCIAL FINANCE LIMITED 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 22nd DECEMBER 2005.

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

Pargels



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES