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

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

6

03831148

Name of company

*Castlemore (Temple Quay 2) Limited (the "Acceding Party")

Date of creation of the charge

20 May 2008

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

Accession Deed (the "Accession Deed")

Amount secured by the mortgage or charge

Please see Part 1 of attached Schedule.

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

Lloyds TSB Bank plc, Ground Floor, Phase 2, PO Box 112, Canons House, Canon Way,
Bristol (the "Bank").

Postcode BS99 7LB

Presenter's name, address and
reference (if any)
Osborne Clarke
2 Temple Back East
Temple Quay
Bristol BS1 6EG
DRH/0924635

Time critical reference

For official use (02/2006)
Mortgage Section

MONDAY



A15X1083

A35

02/06/2008

128

COMPANIES HOUSE

421300/91

395

Short particulars of all the property mortgaged or charged

Please see Part 2 of attached Schedule

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in black type or
bold block
lettering

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed *Osborne Clarke*

Date *2 June 2008*

On behalf of [company] [mortgagee/chargee] [†]

[†] 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 situated 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.

Castlemore (Temple Quay 2) Limited (03831148) (the "Acceding Party")

Schedule to Form M395

Part 1 – Amount secured by the mortgage or charge

1. Under Clause 3 of the Accession Deed, the Acceding Party covenanted with the Bank for the benefit of the Bank to be bound by all the terms of the Debenture to the intent and effect that the Acceding Party shall be a party to the Debenture as with effect from the date of the Accession Deed as if the Acceding Party was defined in the Debenture as a Company, a Guarantor, and a Charging Company and as if the Acceding Party was contained within the definition of Charging Group
2. By acceding to the Debenture the Acceding Party covenanted with the Bank that it will on demand pay or discharge to the Bank:
 - (a) the Obligations when the Obligations become due and payable, and
 - (b) all costs (including legal costs), charges, expenses and damages sustained or incurred by the Bank, or any of them, in connection with the enforcement, defence or protection of the Security under the Debenture or the appointment of any receiver, delegate or sub-delegate under the Debenture or the pursuit of any rights contained in or under or in connection with the Finance Documents (as referred to in the Debenture), the Obligations, the Debenture itself or the Charged Property in each case on a full indemnity basis.
3. By acceding to the Debenture the Acceding Party irrevocably and unconditionally covenants with and guarantees to the Bank that it will on demand pay to the Bank and/or perform and discharge such of the Obligations of the Acceding Party and each member of the Charging Group as shall not have been paid, performed or discharged at the time such demand is made and indemnify and keep indemnified the Bank on demand by the Bank from and against all and any costs (including legal costs), charges, losses, expenses and damages incurred by the Bank as a result of any failure by the Acceding Party or any other member of the Charging Group to carry out any such Obligations or as a result of any of the Obligations being or becoming void, voidable, unenforceable or ineffective for any reason whatsoever
4. By acceding to the Debenture the Acceding Party covenants with the Bank to pay interest on and in respect of any amounts due under sub-clauses 2 1 or 2 2 of the Debenture from day to day until full discharge (whether before or after judgment, liquidation, winding-up or administration of such Company) at such rate or rates as may from time to time be payable or deemed to be payable and compounded (whether before or after demand or judgment) in accordance with the default rate of interest in the Credit Agreement and, in the case of any sum payable under sub-clause 2 1(b) of the Debenture at the rate of 3.25 per cent per annum over the base rate of the Bank from time to time; provided that, in relation to such costs, charges, expenses, and damages and other sums as are mentioned in sub-clause 2.1(b) of the Debenture interest shall accrue and be payable as from the date on which they are paid by the Bank, any receiver, delegate or sub-delegate as mentioned in sub-clause 2.1(b) of the

Debenture or became due to such receiver, delegate or sub-delegate under the terms of his appointment without the necessity for any demand being made for payment of it.

Part 2 – Short particulars of all the property mortgaged or charged

1. By acceding to the Debenture the Acceding Party with full title guarantee and to the intent that the Security shall rank as a continuing security for all the respective liabilities and obligations described in the Debenture charged to the Bank:
 - (a) by way of legal mortgage all of the Legally Mortgaged Property and/or its proceeds of sale,
 - (b) by way of fixed equitable charge the Equitably Charged Property and/or its proceeds of sale,
 - (c) by way of fixed charge the Book and other Debts;
 - (d) by way of a fixed charge all plant, machinery, vehicles and other equipment now or hereafter owned by the Acceding Party together with the benefit of any obligations and warranties given by the manufacturer or supplier of such plant, machinery or other equipment and the benefit of all maintenance agreements entered into between the Acceding Party and any other person in respect of such plant, machinery and other equipment;
 - (e) by way of a fixed charge all benefits in respect of all contracts and policies of insurance (including, for the avoidance of any doubt all cover notes) which are from time to time taken out by the Companies or (to the extent of such interest) in which it has an interest;
 - (f) by way of a fixed charge any deposits margins commissions or other rights of the Acceding Party to any commodities and any contract or option relating thereto (whether present or future) and any guarantee or security relating thereto whether held by or placed or contracted with the Bank or any other person from time to time;
 - (g) by way of fixed charge all Securities together with all bills of exchange, promissory notes, negotiable instruments, debentures, loan capital indebtedness or liabilities on any account or in any manner owing to the Acceding Party,
 - (h) by way of fixed charge the Goodwill and Intellectual Property;
 - (i) by way of fixed charge all amounts realised upon the enforcement or execution of any order of the court under Sections 212, 213, 214, 238, 239, 244 or 423, Insolvency Act 1986; and
 - (j) by way of qualifying floating charge its undertaking and all its other property, assets and rights whatsoever and wheresoever present or future including,

without limitation, the stock in trade of the Acceding Party and the property, assets and rights mortgaged or charged under the Debenture if and in so far as the mortgage or charges on them contained in the Debenture shall for any reason be ineffective as fixed charges (all such property assets and rights called the **"Property charged by way of floating charge"** and together with the Legally Mortgaged Property, the Equitably Charged Property, the Book and other Debts, the Securities, the Goodwill and Intellectual Property, the Acquisition Agreement (as referred to in the Debenture), the Key Man Policies and all other property mortgaged or charged by the Debenture collectively called the **"Charged Property"** which expression shall be taken to refer to the real and/or the personal or incorporeal property mortgaged or charged by this Deed as the context may require or admit)

- 1.2 By acceding to the Debenture the Acceding Party with full title guarantee, and to the intent that the Security contained in the Debenture shall rank as a continuing security for all the respective liabilities and obligations described in clause 2, assigned to the Bank all its right, title and interest to and in the following documents (the **"Documents"**)

(a) The Key Man Policies;

including without limitation

- (i) the right to demand and receive all monies whatsoever payable to or for the benefit of the Acceding Party under or arising from the Documents (as referred to in the Debenture);
- (ii) all remedies provided for in the Documents (as referred to in the Debenture) or available at law or in equity,
- (iii) the right of the Acceding Party to compel performance of the Documents (as referred to in the Debenture), and
- (iv) all other rights, interests and benefits whatsoever accruing to or for the benefit of the Acceding Party arising from the Documents (as referred to in the Debenture)

In addition, under the terms of the Debenture, the Acceding Party gave the following covenants and undertakings:

2. Continuing Security

- 2.1 The Debenture shall be a continuing security notwithstanding any settlement of account or other matter or thing whatsoever and shall be without prejudice and in addition to and not merge with, any contractual or other right or remedy or any guarantee, lien, pledge, bill, note or other Security Interest (whether by way of mortgage, equitable charge or otherwise howsoever and whether created by deposit of documents or otherwise) which the Bank may now or at any time after the date of this Deed hold on all or any part of the assets of the Acceding Party and shall not be in any way prejudiced or affected by them or by the invalidity of them or by the Bank now or after the date of the Debenture dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing any of them or any rights which the Bank may

now or after the date of the Debenture have or giving time for payment or indulgence or compounding with any other person liable

- 2.2 If the Bank receives or is deemed to be affected by notice, whether actual or constructive, of any subsequent mortgage, charge or other interest in favour of any third party affecting any part of the Charged Property or the proceeds of sale of it or in the event that the continuing nature of the Debenture shall be determined, the Bank (if they have any running or revolving account with the Acceding Party) may open a new account or accounts with the Acceding Party. If the Bank (being in a position so to do) does not open a new account or accounts it shall nevertheless be treated as if it had done so at the time when it received or were deemed to have received notice or on the happening of such event, as the case may be and as from that time all payments made to the Bank shall be credited or be treated as having been credited to such new account(s) and shall not operate to reduce the amount for which the Debenture is security.

3. **Further assurance**

- 3.1 By acceding to the Debenture the Acceding Party shall at any time if and when required by the Bank execute or create any such further legal or other mortgages fixed or floating charges or assignments or any other Security Interest in favour of the Bank as the Bank shall from time to time require over all or any of the Charged Property both present and future including but not limited to all the freehold, leasehold and heritable properties from time to time of that the Acceding Party, the Securities, the Documents, the Keyman Policies and the Book and other Debts of the Acceding Party (as referred to in the Debenture) and all rights and remedies relating to them both present and future (including any vendor's lien) to secure all monies, obligations and liabilities covenanted to be paid or otherwise secured by the Debenture such further mortgages, charges or assignments to be prepared by or on behalf of the Bank at the cost of the Acceding Party and to contain such clauses for the benefit of the Bank as the Bank may reasonably require and shall be supplemental to the Debenture, subject to the like rights and powers as are conferred by the Debenture upon the Bank and in addition to and not in substitution for the Debenture and the Acceding Party shall furthermore at its own expense execute and do all such documents and things as the Bank may require for perfecting or protecting the security intended to be created by the Debenture or by such document.

4. **Power of attorney**

By acceding to the Debenture the Acceding Party irrevocably appoints by way of security each of the Bank and any person nominated in writing under the hand of any officer of the Bank including every receiver appointed under the Debenture as attorney of the Acceding Party with full power of substitution for the Acceding Party and in its name and on its behalf and as its act and deed to execute, seal and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required or deemed proper for any of the purposes of the Debenture

5 Negative Pledge

5.1 By acceding to the Debenture the Acceding Party covenants and agrees

- (a) that the mortgage, charges and assignment(s) referred to in sub-clauses 3.1(a) to (i) inclusive and sub-clause 3.2 of the Debenture shall rank respectively as first legal mortgages and first fixed equitable charges and that the floating charge contained in sub-clause 3.1(j) of the Debenture shall rank as a first floating charge and further that it is a term of this Deed that it will not, without the prior consent in writing of the Bank.
 - (i) create or attempt to create or permit to subsist any Security Interest or permit any other proprietary right or interest to arise on or affect the Charged Property or any part of it or any interest in it, or
 - (ii) part with possession of, transfer, sell, lease or otherwise dispose of the Charged Property or any part of it or any interest in it or attempt or agree so to do whether by a single or a series of transactions save that this provision shall not apply to such of the Charged Property as is charged pursuant to sub-clause 3.1(j) of the Debenture only and not otherwise where any such disposals are made in the ordinary course of trading as it is now conducted for full value and for the purpose of carrying on its business.

Part 3 – Definitions

"Book and other Debts" means all book debts (including bank deposits, credit balances and the accounts in respect of them) and other monetary debts and claims now and from time to time due or owing to the Acceding Party and the benefit of all rights relating to them including (without prejudice to the generality of the foregoing) things in action which give rise or may give rise to a debt or debts including all the right, title and interest of the Acceding Party to and in any policies of insurance and the proceeds of them.

"Charged Property" means as defined at 1(j) of this Schedule.

"Charging Group" means the Chargor and the Acceding Party and any company that has executed an Accession Deed in favour of the Bank and reference to the Charging Group includes a reference to any one or more of the members of the Charging Group

"Chargor " means Castlemore Securities 2 Limited company number 06352656.

"Company" means each and every member of the Charging Group and **"Companies"** shall be construed accordingly.

"Equitably Charged Property" means all estates or interests in any freehold and leasehold property (other than such property effectively mortgaged under sub-clause 3.1(a)) of the Debenture now and at any time during the continuance of the Debenture belonging to or charged to each Company and all licences now or after the date of the Debenture held by such Company to enter upon or use land and the benefit of all other agreements relating to land to which each Company is or may become a party or otherwise entitled and all buildings fixtures (including trade and tenant's fixtures) and fixed plant and machinery owned by each Company and from time to time in or on any freehold or leasehold property an interest in which is charged or mortgaged under the Debenture

"Goodwill and Intellectual Property" means the uncalled capital, goodwill, (which shall include all brand names) licences, trademarks and service marks (which shall include without limitation all symbols, representations or similar patterns of a trademark), patents, patent applications, designs, copyrights, confidential information, computer software, rights in the nature of copyright, registered designs, know-how, design rights and all other intellectual property rights now or at any time during the continuance of this Security belonging to each Company.

"Intellectual Property Rights" means patents, utility models, registered and unregistered, trade marks, community trade marks, registered and unregistered service marks, rights in passing off, registered and unregistered designs, designs and database rights, copyright and domain names, including any renewals or extensions of or any applications for, such rights wherever situated in the world.

"Key Man Policies" means the policies of assurance described in the Debenture or any other policies effected by any Company now or in the future in either case together with all bonuses and other monies, benefits and advantages that may become

payable or accrue under them or under any substituted policy or under any new policy effected under the provisions of the Debenture and the full benefit of such policies and all the right, title and interest whatsoever of each Company in them together with full power to give an effectual discharge for any of the monies so assured or to become payable to hold for the Bank absolutely, but subject nevertheless to redemption at the cost of the Companies on payment and discharge of all monies obligations and liabilities covenanted to be paid by the Debenture

"Legally Mortgaged Property" means the freehold and leasehold property vested in each Company including but not limited to the properties short particulars of which are set out in schedule 3 of the Debenture and all buildings and fixtures (including trade fixtures, tenant's fixtures and fixed plant and machinery) now or after the date of the Debenture from time to time.

"Obligations" means all money, debts, obligations and liabilities from time to time due, owing or incurred by the Acceding Party (but not including any sum owing from Castlemore (Temple Quay 2) Limited to the Bank in respect of the ND2 and ND3 Facility or the ND4 Facility or the VAT Facility (as referred to in the Debenture)) to the Bank or its assignee or successor on any current or other account whatever or otherwise in any manner whatever, in each case

- (b) whether present or future;
- (c) whether alone or jointly with any other person;
- (d) whether actual or contingent,
- (e) whether as principal or as surety;
- (f) whether express or implied;
- (g) in whatever name, form or style;
- (h) in whatever currency it is denominated,
- (i) whether originally owing to the Bank or purchased or otherwise acquired by the Bank, its assignee or successor, or
- (j) otherwise;

including, without limitation

- (a) all liabilities under or in connection with foreign exchange transactions, interest rate swaps and other arrangements entered into for the purpose of limiting exposure to fluctuations in interest or exchange rates;
- (b) all liabilities arising from the issue, acceptance, endorsement, confirmation or discount of any negotiable instruments, notes, bills, bonds, guarantees, indemnities, documentary or other credits or any instruments of any kind from time to time entered into by the Bank for or at the request of any Company, and

- (c) interest (which will accrue after as well as before any judgment) to the date of payment at such rates and upon such terms as may from time to time be agreed and all commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which are incurred by the Bank in connection with the Obligations or generally in respect of any Company or the Security Documents (referred to in the Debenture) (including, without limitation, legal fees) on a full indemnity basis

"Securities" means all those shares listed in schedule 5 of the Debenture and all other stocks, shares and/or other securities legally and/or beneficially owned by any Company or any nominee from time to time including without limitation all dividends, benefits, property, rights, accretions, monies, advantages, credits, rebates, refunds (including rebates and refunds in respect of any tax, duties, imposts or charges) and other distributions paid or payable in respect of them whether by way of bonus, capitalisation, preference, option, redemption or otherwise.

"Security" means the security constituted by the Debenture.

"Security Interest" means any mortgage, charge, hypothecation, pledge, lien, encumbrance, trust arrangement, contractual arrangement having the effect of security, conditional sale or other title retention agreement or other security interest whatsoever, howsoever created or arising.



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 3831148
CHARGE NO. 6

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ACCESSION DEED DATED 20
MAY 2008 AND CREATED BY CASTLEMORE (TEMPLE QUAY 2)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO LLOYDS TSB 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 2 JUNE 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 JUNE 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES