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COMPANIES FORM No. 395

Particulars of a mortgage or charge

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395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Please do not write in this margin

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

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

1210

03990878

Name of company

* Bizspace Limited (the "Chargor")

Date of creation of the charge

20 December 2006

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

Legal Charge (the "Relevant Legal Charge")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of HXRUK II Limited, the Chargor, the Borrowers or the Group to the Finance Parties or any of them under the Finance Documents and all or any monies, liabilities and obligations due by the Chargor under or pursuant to the Relevant Legal Charge (the "Secured Liabilities").

For definitions see Part II of the Addendum.

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

The Royal Bank of Scotland plc (the "Security Trustee")
100 West George Street
Glasgow

Postcode G2 1PP

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

McGrigors LLP
5 Old Bailey
London
EC4M 7BA

EDC/AHH/00005R.002280/587773

Time critical reference

For official Use (06/2005)
Mortgage Section

| Post -

WEDNESDAY



LD3

10/01/2007
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See Part I of the Addendum.

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)

Signed

McGrigors LLP

Date

10/01/07

On behalf of ~~XXXXXX XXXXXX~~ [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

Addendum to Form M395

Bizspace Limited (Company Number 03990878)

Part I

Short particulars of all the property mortgaged or charged

1 FIXED SECURITY

1.1 Creation of fixed security

The Chargor, as beneficial owner and with full title guarantee (and without the benefit of section 6(2) of the *Law of Property (Miscellaneous Provisions) Act 1994*), as security for the payment of all the Secured Liabilities, charges in favour of the Security Trustee (as agent and trustee for itself and each of the Finance Parties) by way of a first legal mortgage, all interests in any freehold or leasehold property specified in Schedule 1 of the Relevant Legal Charge (being the freehold land at Bradmarsh Business Park, Bow Bridge Close, Rotherham with title number SYK337808).

1.2 Assignment

The Chargor as beneficial owner and with full title guarantee (and without the benefit of section 6(2) of the *Law of Property (Miscellaneous Provisions) Act 1994*), as security for payment of all the Secured Liabilities hereby assigns and agrees to assign to the Security Trustee (as agent and trustee for itself and each of the Finance Parties) all its rights, title and interest in and to:

- (a) all Rental Income and any guarantee of any Rental Income contained in or relating to any Occupational Lease; and
- (b) the Insurances (including all moneys which at any time may be or become payable to the Chargor pursuant thereto).

1.3 Negative Pledge

The Chargor shall not create or permit to subsist any Security on any of its assets other than any Permitted Security.

For definitions see Part II of this Addendum.

Addendum to Form M395

Bizspace Limited (Company Number 03990878)

Part II

Definitions

In this Form M395, unless the context requires otherwise the following defined terms shall have the following meanings (as contained in either the Relevant Legal Charge or incorporated by reference from the Relevant Debenture):

"Additional Borrower" means a company which becomes an Additional Borrower in accordance with clause 31 of the Facilities Agreement (*Changes to the Borrowers and Guarantors*);

"Affiliate" means, in relation to any person other than HXRUK II Limited, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company and in relation to HXRUK II Limited means a Subsidiary of HXRUK II Limited;

"Agent" means The Royal Bank of Scotland plc;

"Arranger" means The Royal Bank of Scotland plc;

"Borrowers" means HXRUK II Limited, each of the Present Subsidiaries and each Additional Borrower (save any which ceased to be a Borrower in accordance with clause 31 of the Facilities Agreement (*Changes to the Borrowers and Guarantors*)) and **"Borrower"** shall mean any one or more of these parties as the context so requires;

"Debenture" (as defined in the Facilities Agreement) means any and all of the debentures executed or to be executed by any Borrower in favour of the Security Trustee in the agreed form in respect of any assets or any Property situated in England or Wales;

"Facilities Agreement" means the loan agreement dated 21 April 2006 between, *inter alia*, Highcross (Bugatti) Limited, HXRUK II Limited as Company, the other Borrowers named therein, the The Royal Bank of Scotland plc as Arranger, Agent, Security Trustee, Hedging Provider and VAT Lender and the The Royal Bank of Scotland plc and HSBC Bank plc as Original Lenders as amended and restated by an amendment and restatement deed dated 17 October 2006;

"Finance Documents" means the Facilities Agreement, any VAT Bridging Facility Letter, any Fee Letter, any Accession Letter, each Security Document, the Hedging Agreements, the Duty of Care Agreement, each Transfer Certificate and any other document designated as such by the Agent and HXRUK II Limited (each as defined in the Facilities Agreement);

"Finance Parties" means the Agent, the Security Trustee, the Arranger, the Hedging Providers, the Servicer or a Lender and **"Finance Parties"** means all of them;

"Group" means the Company and its Subsidiaries and the Trust for the time being;

"Hedging Providers" means The Royal Bank of Scotland plc and HSBC Bank plc;

"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary;

"Insurances" means any insurances that the Chargor is required to maintain under the Finance Documents;

"Legal Charge" means any or all of the legal charges executed or to be executed by any Borrower or any of the Trustees in favour of the Security Trustee in the agreed form in relation to any assets or any Property situated in England or Wales;

"Lender" means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with clause 30 (*Changes to the Lenders*) of the Facilities Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facilities Agreement;

"Occupational Lease" means any occupational lease or licence or other right of occupation to which any Property may be subject from time to time;

"Permitted Security" (as defined in the Facilities Agreement) means:-

- (a) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any Borrower;
- (b) any Security arising under the Security Documents; or
- (c) any lien in favour of a bank over goods, documents of title to goods arising in the ordinary course of documentary credit transactions entered into in the ordinary course of trade;

"Property" means the properties listed in Schedule 15 of the Facilities Agreement all as more particularly described in the relevant Debenture, Legal Charge or Standard Security and any Additional Property (but excluding any released Property or any Property which is released under clause 12 of the Facilities Agreement (*Release from Security*) on the execution of a deed of release);

"Present Subsidiaries" means:

HXRUK II (SOUTH) LIMITED, incorporated in Jersey (Registered Number 93401),
HXRUK II (NORTH WEST) LIMITED, incorporated in Jersey (Registered Number 92276),
HXRUK II (CUMBERNAULD) LIMITED, incorporated in Jersey (Registered Number 92275),
HXRUK II (POOLE HOLDINGS) LIMITED, incorporated in Jersey (Registered Number 92273),
HXRUK II (POOLE) LIMITED, incorporated in Jersey (Registered Number 92274),
HIGHCROSS (BUGATTI) LIMITED, incorporated in England and Wales (Registered Number 5757507);

"Relevant Debenture" means the debenture dated 17 October 2006 granted by the Chargor in favour of the Security Trustee (defined as the "Debenture" in the Relevant Legal Charge);

"Rental Income" means means the aggregate of all amounts payable to or for the benefit or account of the Borrowers and/or the Trustees in connection with the letting or licensing of any Property or any part thereof, including (but not limited to):

- (a) rent and/or licence fees (and any amount equivalent thereto) payable whether it is variable or not and however or whenever it is described, reserved or made payable;
- (b) sums received from any deposit held as security for performance of any tenant's obligations;
- (c) a sum equal to any apportionments of rent allowed in favour of any Borrower under the contract for the purchase of any Property;
- (d) any other moneys payable in respect of occupation and/or usage of such Property and every fixture and fitting therein and any and every fixture thereon for display or advertisement, on licence or otherwise;
- (e) any profits, damages, compensation, settlement or expenses for or representing loss of rent or interest thereon awarded or agreed to be payable as a result of any proceedings taken or claim made for the same net of any costs, fees and expenses paid (and which have not been reimbursed to, and which are not recoverable by, any Borrower from any party) in furtherance of such proceedings so taken or claim so made;
- (f) any moneys payable under any policy of insurance in respect of loss of rent or interest thereon;
- (g) any sum payable by any guarantor of any occupational tenant or licensee under any Occupational Lease or other agreement; and
- (h) any interest payable on any sum referred to above and any damages, compensation or settlement payable in respect of the same;

"Security" means a floating charge, standard security, debenture, mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"Servicer" means The Royal Bank of Scotland plc or an Affiliate of The Royal Bank of Scotland plc;

"Standard Securities" means any or all of the standard securities executed or to be executed by any Borrower or any of the Trustees in favour of the Security Trustee in the agreed form in relation to any Property situated in Scotland;

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

"Trust" means the Poole Unit Trust created pursuant to a trust instrument dated 8 February 2006;

"Trustee" means, in respect of a Trust, the trustees of that Trust from time to time; and

"VAT Lender" means The Royal Bank of Scotland plc.

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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. 03990878

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 20th DECEMBER 2006 AND CREATED BY BIZSPACE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM HXRUK II LIMITED, THE COMPANY, THE BORROWERS OR THE GROUP TO THE FINANCE PARTIES OR ANY OF THEM 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 10th JANUARY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th JANUARY 2007.

A handwritten signature in dark ink, appearing to be 'R. Jones'.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES