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CHFP004

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COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £10 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



4380108

Name of company

* ASTRAEUS LIMITED (the "Company")

* insert full name
of company

Date of creation of the charge

5 APRIL 2002

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

5
Debenture (the "Debenture")

Amount secured by mortgage or charge

X
All money, liabilities and obligations now or in the future owed or incurred by the Company to the Lender of any kind and in any currency, whether or not immediately payable, whether certain or contingent, whether sole or joint, whether as principal or as surety, whether or not the Lender was the original creditor in respect thereof (the "Secured Liabilities").

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

MORGAN NOMINEES LIMITED whose registered office is 23 GREAT WINCHESTER STREET, LONDON

(Company No: 00228026)

Postcode

EC2P 2AX

Presentor's name address and
reference (if any):Wragge & Co
55 Colmore Row
Birmingham B3 2AS
Ref: 1813758/AOS/ROD
Doc Ref: 3267663

Time critical reference

For official Use
Mortgage Section

Post room

BIR
COMPANIES HOUSE0314
15/04/02

Short particulars of all the property mortgaged or charged

As security for the payment of the Secured Liabilities the Company (with full title guarantee) charged to the Lender;

A) By way of legal mortgage all Land now owned by the Company;

B) By way of fixed equitable charge all Land which the Company acquires after the date of the Debenture;

C) By way of separate fixed charges:

- i) all the goodwill and uncalled capital of the Company, both at the date of the Debenture and thereafter;
- ii) the Securities;
- iii) the Insurances;
- iv) the Intellectual Property;
- v) the Debts; and
- vi) the Fixed Plant and Equipment

Please See Continuation Sheet No. 1 Page 4

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Particulars as to commission allowance or discount (note 3)

NIL

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Signed

Wragg A G

Date

15/4/2

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 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 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 CF14 3UZ, DX: 33050 Cardiff

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COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)
Particulars of a mortgage or charge
(continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

Company number

4380108

Please complete
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Name of company

ASTRAEUS LIMITED (the "Company")

Limited *

* delete if
inappropriate

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

--

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

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

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- (d) By way of floating charge all those Assets which are not for any reason effectively charged by the Debenture by way of fixed charge or mortgage, including (without limitation) any heritable property of the Company situated in Scotland.

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Negative Pledge

The Company pursuant to the Debenture covenanted not, without the prior written consent of the Lender:-

- a) to create (otherwise than in favour of the Lender) any Encumbrance, or to allow any Encumbrance to arise or continue on or over any of the Assets;
- b) to part with or dispose of all or any of the Assets charged by way of a fixed charge or mortgage; or
- c) to part with or dispose of all or any of the Assets charged by way of floating charge except in the ordinary course of carrying on its business as a going concern.

Charged Account

The Company shall pay into the Account all monies which it receives in respect of any Debt, Securities, Insurances and Intellectual Property and any other of the rights and claims charged under Clause 3.3 of the Debenture and until such payment holds all moneys so received upon trust for the Lender and shall not without prior written consent of the Lender charge, factor, discount or sign any of them in favour of any other person, or otherwise deal with them except for the purpose of collecting them and paying them as required by Clause 4.1 of the Debenture.

Definitions

"**Account**" means the account referred to in Schedule 2 of the Debenture, or such further or other account or accounts as the Lender may at any time stipulate;

"**Assets**" means all the undertaking, property and assets of the Company whatsoever and wheresoever present or future;

"**Debts**" means all book and other debts now and in the future owing to the Company (whether alone or jointly with any other person) whenever payable and whether liquidated or unliquidated, certain or contingent, including without limitation credit balances on any account at any bank or financial institution, other than the Account and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt;

See Continuation Sheet No. 2 Page 4

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COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)
Particulars of a mortgage or charge
(continued)

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

Company number

4380108

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Name of company

ASTRAEUS LIMITED (the "Company")

Limited *

* delete if inappropriate

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

[illegible]

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

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

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Definitions Continued

"Encumbrance" means any mortgage, charge, pledge, lien, hypothecation or other security interest of any kind, and any right of set-off, assignment, trust, flawed asset or other agreement or arrangement whatsoever for the purpose of providing security or having a similar effect to the provision of security, other than liens arising by operation of law in the ordinary course of the Company's business;

"Fixed Plant and Equipment" means all plant machinery or equipment of any kind (including without limitation all cables, pipes, switchgear, heating, lighting, electrical, water and gas apparatus) which does not for any reason constitute a Fixture, but is now or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building;

"Fixtures" means all those things of any kind now or at any time affixed to land for any purpose, including without limitation trade and tenants fixtures;

"Insurances" means all the right title and interest of the Company, now or in the future, in or under any policy of insurance or assurance or to the proceeds thereof;

"Intellectual Property" means all the right title and interest of the Company (now or in the future) in or to any of the following:-

- a) any registered intellectual property right in any territory, including without limitation patents, trademarks, service marks, registered designs, and any similar right in any territory and any applications or right to apply for any of the above; and
- b) any invention, copyright, design right or performance right; and
- c) any trade secrets, know-how and confidential information; and
- d) the benefit of any agreement or licence for the use (by the Company and any other person) of any such right;

"Land" means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated, including without limitation any buildings and Fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership possession or occupation of land, for these purposes "land" excludes heritable property situated in Scotland;

"Securities" means all the right title and interest of the Company, now or in the future, in any stocks, shares, instruments creating or acknowledging any debt, or other securities issued by any person.

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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. 04380108

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 5th APRIL 2002 AND CREATED BY ASTRAEUS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO MORGAN NOMINEES LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 15th APRIL 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th APRIL 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

A handwritten signature in the bottom left corner.