

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

168 452 / 13

395

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

CHFP025

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[8][1][1][1]

04873162

Name of company

* Urban Solutions (Cardiff) Limited (the "Company")

Date of creation of the charge

20 November 2008

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

Deed of Variation relating to a debenture dated 29 March 2007 made between the Company (1) and the Bank (2) (the "Deed")

Amount secured by the mortgage or charge

Please see attached schedule 1

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

The Royal Bank of Scotland PLC
8th Floor, 280 Bishopsgate, London
(the "Bank")

Postcode EC2M 4RB

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

Taylor Wessing LLP
5 New Street Square
London
EC4A 3TW

Ref: RMG/SAH

Time critical reference

RBS-7-68/Deed USCL

For official Use (06/2005)

Mortgage Section

WEDNESDAY



AAYE755D

A07

26/11/2008

407

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see attached schedule 2

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)

Nil

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

Signed

Taylor Waring LLP

Date

24.11.08

On behalf of ~~XXXXXX~~ [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 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

Definitions

"Debenture" means a debenture dated 29 March 2007 made between the Company and the Bank;

"Finance Documents" means the "Finance Documents" as defined in the Refinancing Loan Agreement;

"Hedging Agreement" means an interest rate swap, cap, collar or floor agreement or other contract for the purpose of protection against or benefit from fluctuation in any rate or price;

"Intellectual Property" means all present and future rights of the Chargor in respect of any patent, copyright, trade mark, service mark, invention, design, knowhow, confidential information or any other kind of intellectual property whether registered or unregistered and any registration or application for registration, licence or permission relating to any of the foregoing;

"Investment" means any present and future:

- (a) stock, share, bond or any form of loan capital of or in any legal entity;
- (b) unit in any unit trust or similar scheme;
- (c) warrant or other right to acquire any such investment,

owned by the Chargor and any income, offer, right or benefit in respect of any such investment;

"Original Loan Agreement" means a loan agreement dated 29 March 2007 between the Company and the Bank;

"Property" means all that freehold land being Jenner House, Lister House and Norfolk House, Restell Close, London SE3 7UW registered at Land Registry with title number TGL187224;

"Refinancing Loan Agreement" means the loan agreement dated 20 November 2008 made between the Company (1) and the Bank (2); and

"Security Documents" means the "Security Documents" as defined in the Refinancing Loan Agreement.

SCHEDULE 1

Amount secured by the mortgage or charge

All liabilities of the Chargor owed or expressed to be owed to the Bank whether owed jointly or severally, as principal or surety or in any other capacity

(the "**Secured Liabilities**").

SCHEDULE 2

Short particulars of all the property mortgaged or charged

1. Fixed Security

As continuing security for the payment of the Secured Liabilities the Chargor with full title guarantee:

- (a) charged to the Bank by way of legal mortgage all freehold or leasehold property owned by the Chargor at the date of the Debenture including the Property;
- (b) charged to the Bank by way of equitable mortgage its interest in any freehold or leasehold property acquired by the Chargor after the date of the Debenture;
- (c) assigned to the Bank its interest in any present or future licences under which the Chargor is entitled to occupy freehold or leasehold property;
- (d) charged to the Bank by way of fixed charge its interest in:
 - (i) all fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property listed in schedule 2 of the Debenture;
 - (ii) all other present and future fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property owned by the Chargor;
 - (iii) any Investment;
 - (iv) any present and future Hedging Agreement entered into by the Chargor;
 - (v) its present and future goodwill and uncalled capital;
 - (vi) any Intellectual Property;
 - (vii) any money now or at any time after the date of the Debenture standing to the credit of the Borrower Current Account, the Deposit Account, the Rent Account, the Security Account, the Sale Proceeds Account and any Designated Account;
 - (viii) any money now or at any time after the date of the Debenture standing to the credit of any other present and future account of the Chargor with a bank or financial institution;
 - (ix) any present and future insurances in respect of any Charged Property and the proceeds of such insurances; and

- (x) any sum now or at any time after the date of the Debenture received by the Chargor as a result of any order of the court under sections 213, 214, 238, 239 or 244 of the Insolvency Act 1986;
- (e) assigned and agreed to assign to the Bank its interest, right, title and benefit whatsoever whether present or future, proprietary, contractual or otherwise, arising out of or in, to or under the Assigned Agreements and the benefit of any guarantee or security for the performance of such agreements provided that if any such agreement, guarantee or security is expressed to be non-assignable then the Chargor charged its interest in it to the Bank by way of fixed charge;
- (f) assigned to the Bank its interest in the Gross Proceeds of Sale;
- (g) assigned to the Bank its interest in the VAT Recoveries;
- (h) charges its interest in the Debts to the Bank by way of fixed charge; and
- (i) charged to the Bank by way of fixed charge, all other assets of the Chargor not charged or assigned by the previous paragraphs of this clause (other than the Chargor's stock in trade or work in progress).

2. Floating Security

2.1 Creation

As continuing security for the payment of the Secured Liabilities the Chargor charged to the Bank by way of floating charge with full title guarantee the whole of its assets to the extent that such assets are not effectively mortgaged, charged or assigned to the Bank by way of fixed security pursuant to clause 3 of the Debenture.

2.2 Conversion

Subject to clause 4.3 of the Debenture, the Bank may at any time by written notice to the Chargor convert the floating charge created by clause 4.1 of the Debenture into a fixed charge as regards any assets specified in the notice if:

- (a) an Enforcement Event has occurred; or
- (b) in the opinion of the Bank such assets are at risk of becoming subject to any Encumbrance (other than in favour of the Bank) or are otherwise at risk of ceasing to be within the ownership or control of the Chargor

2.3 Moratorium under 1986 Act

The Bank shall not be entitled to convert the floating charge created by clause 4.1 of the Debenture into a fixed charge as a result only of the Chargor obtaining a moratorium or anything done with a view to obtaining a moratorium under section 1A of and schedule A1 to the Insolvency Act 1986.

2.4 *Qualifying floating charge*

Paragraph 14(2)(a) of schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 4.1 of the Debenture which is a "qualifying floating charge" for the purpose of paragraph 14(1) of schedule B1 to the Insolvency Act 1986.

3. **Negative Covenants**

The Chargor shall not except with the prior written consent of the Bank:

- (a) sell, transfer, lease or otherwise dispose or purport or agree to sell, transfer, lease or otherwise dispose of any interest in or lend or grant any licence or other right over any assets mortgaged, charged or assigned under clause 3 of the Debenture or, save for full consideration in money or money's worth and in the ordinary course of the Chargor's business, sell, transfer, lease or otherwise dispose or purport or agree to sell, transfer, lease or otherwise dispose of any interest in or lend or grant any licence or other right over any assets charged by way of floating charge under clause 4 of the Debenture;
- (b) create, agree to create or allow to arise or remain outstanding any Encumbrance over any Charged Property other than a Permitted Encumbrance;
- (c) fix any fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property to any land the freehold of which is not owned by the Chargor; or
- (d) redeem or purchase its own shares or provide financial assistance for such purposes or pay an abnormal sum by way of dividend.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4873162
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF VARIATION DATED 20
NOVEMBER 2008 AND CREATED BY URBAN SOLUTIONS
(CARDIFF) LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO ROYAL BANK OF
SCOTLAND PLC ON ANY ACCOUNT WHATSOEVER WAS
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 26 NOVEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 NOVEMBER
2008

Large



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES