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COMPANIES FORM NO. 395

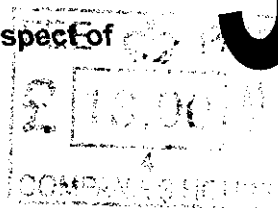
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# 395

CHFP025

## 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.



Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

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

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

For official use

13

Company number

4934338

Name of company

Inhoco 2993 Limited (Parent)

\*Insert full name  
of Company

Date of creation of the charge

28 March 2006

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

22 Guarantee & Debenture (Debenture) between the Parent (1) Green Corns Limited (Company Number 3918305) (Green Corns) (2) and 3i Investments plc (Company Number 3975789) (3) (Security Trustee).

Amount secured by the mortgage or charge

10 All monies and liabilities as at 28 March 2006 or thereafter due, owing or incurred to the Secured Parties (or any of them) by any Company under the Investment Documents (or any of them) in whatsoever manner in any currency or currencies whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety (including as guarantor under clause 3 of the Debenture) together with all interest accruing thereon and all costs, charges and expenses incurred in connection therewith (Secured Obligations).

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

3i Investment plc

16 Palace Street, London

Postcode

SW1E 5JD

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

Our Ref: LIFER/11678-2983  
Addleshaw Goddard  
100 Barbirolli Square  
Manchester M2 3AB

Time critical reference

For official Use  
Mortgage Section

Post room



A12  
COMPANIES HOUSE

\*AJT84EDN\*

332  
05/04/2006

Short particulars of all the property mortgaged or charged

1 As a continuing security for the payment of the Secured Obligations, the Parent by way of the Debenture charged in favour of the Security Trustee (for the benefit of itself and the other Secured Parties) with full title guarantee the following assets, both at the date of the Debenture and future, from time to time owned by the Parent or in which the Parent is from time to time interested:

- (a) by way of first legal mortgage all the freehold and leasehold property (if any) specified in appendix 1 of this form together with all buildings and fixtures (including trade fixtures) at any time thereon;
- (b) by way of first legal mortgage all other freehold and leasehold property (if any) wherever situated together with all buildings and fixtures (including trade fixtures) at any time thereon;
- (c) by way of first fixed charge all other interests (not being charged by clauses 4.1(a) or 4.1(b) of the Debenture (reproduced as 1(a) and 1(b) above)) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;

cont...

Please do not  
write in  
this margin

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

9  
95

Particulars as to commission allowance or discount (note3)

Nil

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

Signed

Addleshaw Goddard

Date

4 April 2006

On behalf of ~~company~~ mortgagee/chargee†

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.  
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;
- 3 (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 CF4 3UZ, DX: 33050 Cardiff

†delete as  
appropriate

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

Company Name: Inhoco 2993 Limited

Company No: 4934338

- (d) by way of first fixed charge all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating to the same;
- (e) by way of first fixed charge all the Subsidiary Shares (including those listed in appendix 2 to this form) together with all Distribution Rights from time to time accruing thereto;
- (f) by way of first fixed charge all Investments together with all Distribution Rights from time to time accruing thereto;
- (g) by way of first fixed charge all rights and interests of the Parent in and claims under all policies of insurance and all proceeds thereof either now or in the future held by, or written in favour of the Parent or in which the Parent is otherwise interested;
- (h) by way of first fixed charge all book and other debts, revenues and monetary claims of the Parent and all rights and claims of the Parent against third parties and against any security in respect of such debts, revenues or claims;
- (i) by way of first fixed charge all monies from time to time standing to the credit of any and all accounts with any bank, financial institution, or other person;
- (j) by way of first fixed charge all Intellectual Property;
- (k) by way of first fixed charge the benefit of all licences, consents, agreements and authorisations held or utilised by the Parent in connection with its business or the use of any of its assets; and
- (l) by way of first fixed charge all the goodwill and uncalled capital of the Parent.

- 2 As further continuing security for the payment of the Secured Obligations the Parent charged with full title guarantee in favour of the Security Trustee (for the benefit of itself and the other Secured Parties) by way of first floating charge all its assets and undertaking whatsoever and wheresoever both present and future not effectively charged by way of first fixed charge pursuant to the provisions of clause 4.1 of the Debenture (reproduced as paragraph 1 above).

### Note:

- A During the continuance of the security created by the Debenture, the Parent will not, without the prior consent in writing of the Security Trustee:
- (a) create or agree or attempt to create or permit to subsist (in favour of any person other than the Security Trustee) any Security Interest over the whole or any part of the Charged Property; or
  - (b) (whether by a single transaction or a number of related or unrelated transactions and whether at the same time or over a period of time) sell, transfer, lease out, lend or otherwise dispose of or cease to exercise direct control over all or any part of the Charged Property or any interest therein (other than assets the subject of the floating charge only on arm's length terms in the ordinary course of trading) or the right to

receive or to be paid the proceeds arising on the disposal of the same or agree or attempt to do so; or

- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property.

B The Parent will at its own expense promptly execute such deeds, assurances, agreements, instruments and otherwise do such acts and things as the Security Trustee may reasonably require for perfecting and protecting the security created (or intended to be created) by the Debenture or facilitating the realisation thereof or otherwise for enforcing the same or exercising any of the Security Trustee's rights thereunder. In particular, but without limitation, the Parent will:

- (a) execute a valid legal mortgage (in such form as the Security Trustee shall reasonably require) of any freehold or leasehold property as at the date of the Debenture or in the future belonging to the Parent which is not by way of the Debenture effectively charged by way of legal mortgage;
- (b) execute a legal assignment (in such form as the Security Trustee shall reasonably require) over all or any of the debts, rights, claims and contracts charged by way of the Debenture;
- (c) execute a valid fixed charge (in such form as the Security Trustee shall reasonably require) over any asset the subject of the floating charge under the Debenture;

otherwise execute all transfers, conveyances, assignments and assurances whatsoever and give all notices, orders, instructions and directions whatsoever which the Security Trustee may think expedient.

C The Debenture contains a qualifying floating charge, and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 4.2 of the Debenture (reproduced as paragraph 2 above).

D If:

- (a) either Company creates (or purports to create) any Security Interest on or over any of the Charged Property not expressed to be subject to a fixed charge under the Debenture (a **Floating Charge Asset**) (unless the creation of such Security Interest is permitted in writing by the Security Trustee); or
- (b) any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset; or
- (c) any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration or reorganisation of either Company,

the floating charge created by the Debenture will automatically (without notice) be converted into a fixed charge over the relevant Floating Charge Asset or, in the circumstances described in clause 4.4(c) of the Debenture (reproduced as D(c) above) all Floating Charge Assets, immediately such event occurs.

In the form the following shall have the following meanings:

**Charged Property** means all the assets, property, goodwill and undertaking of the Companies from time to time charged or assigned to the Security Trustee pursuant to the terms of the Debenture

**Companies** means the Parent and Green Corns and **Company** means each or any of them as the

context requires

**Distribution Rights** means all dividends, distributions and other income paid or payable on the relevant Investment or Subsidiary Share (as the case may be) together with all shares or other property derived from the relevant Investment or Subsidiary Share (as the case may be) together also with all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to the relevant Investment or Subsidiary Share (whether by way of conversion, redemption, bonus preference, option or otherwise)

**Intellectual Property** means know how, patents, trade marks, service marks, designs, business names, copyrights, confidential information, computer software and all other intellectual property rights and any interest (including by way of licence) in any of the foregoing (in each case whether registered or not and including all applications for the same)

**Investment** means any negotiable instrument, certificate of deposit, debenture, share or other investment (as defined in the Financial Services and Markets Act 2000) as at the date of the Debenture including (without limitation and save where the context otherwise requires) all Subsidiary Shares owned by each Company

**Investment Agreement** means the agreement dated 28 March 2006 and made between the Parent (1), 3i Group plc and others as investors (2) and the Security Trustee (3) as it may be varied or amended from time to time

**Investment Documents** means the Investment Agreement, the Loan Note Instrument, the Loan Notes and the Debenture

**Loan Note Instrument** means the instrument executed by the Parent dated 28 March 2006 and constituting the Loan Notes

**Loan Notes** means the Fixed Rate Loan Notes 2006 of the Parent

**Noteholders** has the meaning given to it in the Loan Note Instrument

**Secured Parties** means the Noteholders and the Security Trustee and **Secured Party** means any of them

**Security Interest** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

**Subsidiary** means:

- (a) a subsidiary within the meaning of section 736 of the Companies Act 1985; and
- (b) a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985

**Subsidiary Shares** means all shares owned by the Companies in their Subsidiaries from time to time (including those listed in appendix 2 in this form) incorporated in England and Wales.

# APPENDIX ONE

## Schedule 1

### Details of Properties

#### Registered Land

Company	Country and District (or London Borough)	Address or Description	Title Number
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#### Unregistered Land

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04934338

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT GUARANTEE & DEBENTURE DATED THE 28th MARCH 2006 AND CREATED BY INHOCO 2993 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY OR GREEN CORNS LIMITED TO THE SECURED 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 5th APRIL 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th APRIL 2006.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES