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CHFP025

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

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

049821/13

395

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

[] [] [] [] [] []

04938172

Name of company

* Jafa North-East UK Ltd (the "Chargor")

Date of creation of the charge

1 April 2008

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

Debenture between (1) the Chargor and (2) the Agent (as defined below) (the "Deed")

Amount secured by the mortgage or charge

7 All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Finance Party under each Finance Document, except for any obligation which, if it were so included, would result in the Deed contravening section 151 of the Companies Act 1985, together with costs, charges and expenses incurred by the Agent in connection with the protection or preservation or enforcement of its rights under the Finance Documents or any of them (the "Secured Liabilities")

Capitalised terms in this Form 395 and attached Schedules, unless otherwise defined in this Form 395, shall have the meanings set out in the attached Schedule 2

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

Anglo Irish Bank Corporation PLC (Company No FC016044) as agent and security trustee for the Finance Parties (the "Agent") the address for which is 10 Old Jewry, London

Postcode EC2R 8DN

Presentor's name address and
reference (if any)

Olswang

90 High Holborn
London
WC1V 6XX
EZS/SXL/PXR/13280-26

2918454

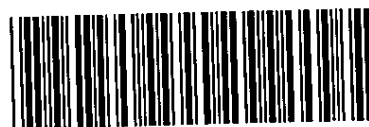
Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



LD6 10/04/2008 183
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see the attached Schedule 1

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write in
this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Olswang

Date

10 4 2008

On behalf of ~~XXXXXXXX~~ [mortgagee/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.

SCHEDULE 1**Short Particulars of all the Property Mortgaged or Charged****1 SECURITY****1 1 Land**

1 1 1 To the extent of its interest (whether joint or several, legal or beneficial) the Chargor charges

1 1 1 1 by way of a first legal mortgage all estates or interest in any freehold or leasehold property owned by it as at the date of the Deed – this includes the real property (if any) specified in Schedule 1 (*Real Property*) to the Deed, and

1 1 1 2 (to the extent that they are not the subject of a mortgage under clause 1 1 1 1) by way of first fixed charge all estates or interest in any freehold or leasehold property owned as at the date of the Deed or subsequently owned by it

1 1 2 A reference in this subclause to a mortgage or charge of any freehold or leasehold property includes

1 1 2 1 all buildings, fixtures, fittings and fixed plant and machinery on that property, and

1 1 2 2 the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants

1 2 Securities

The Chargor charges by way of a first fixed charge

1 2 1 its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf,

1 2 2 any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

1 3 Plant and Machinery

The Chargor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession

1 4 Credit Balances

The Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account (including any Account contemplated by the Restated Facility Agreement or the Deed) it has with any person and the debt represented by it

1 5 Book Debts, etc.

The Chargor charges by way of a first fixed charge

1 5 1 all of its book and other debts (including without limitation any debts that constitute its operating income),

1 5 2 all other moneys due and owing to it, and

1 5 3 the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under clauses 1 5 1 or 1 5 2

1 6 Intellectual Property Rights

The Chargor charges by way of first fixed charge, the Intellectual Property Rights for the time being owned, possessed or controlled by it including the Intellectual Property Rights specified in Schedule 5 (*Intellectual Property Rights*) to the Deed (if any) and (to the extent that any Intellectual Property Rights are not capable of being charged, whether by lack of any third party consent which is required or otherwise) assigns absolutely (to the extent that any Intellectual Property Rights are capable of being assigned) all of its right, title and interest in the Intellectual Property Rights and any and all damages, compensation, remuneration, profit, rent or income which it may derive from the Intellectual Property Rights or be awarded or entitled in respect of such Intellectual Property Rights

1 7 Insurances

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest and without limitation assigns all its right, title and interest, as at the date of the Deed and in future, in and to the Key Person Insurance Documents and all rights and remedies in connection with the Key Person Insurance Documents and all proceeds and claims arising from the Key Person Insurance Documents

1 8 Other Contracts

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights

- 1 8 1 under each Transaction Document (other than a Finance Document) to which the Chargor is a party,
- 1 8 2 under each Construction Document to which the Chargor is a party,
- 1 8 3 under any agreement relating to the purchase of a Property by the Chargor, and
- 1 8 4 under any other agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of this clause

1 9 Miscellaneous

The Chargor charges by way of first fixed charge

- 1 9 1 any right to any refund or surplus it has in any pension fund,
- 1 9 2 its goodwill,
- 1 9 3 the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset (to the extent such benefit is capable of being charged),
- 1 9 4 the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in clause 1 9 3, and
- 1 9 5 its uncalled capital

1 10 Separate Charges

Each of the charges referred to in clauses 1 1 (*Land*) to 1 9 (*Miscellaneous*) (inclusive) shall be read and construed as, and deemed to be separate charges over each of the items mentioned in each such clause, so that each item mentioned in each clause and each item forming any constituent element of the Intellectual Property Rights shall be deemed to be subject to a separate charge Without limiting the previous sentence, if any such item shall be found to be subject to a floating charge and not to a fixed charge, such finding shall not of itself result in any other such item being deemed to be subject to a floating charge (as opposed to a fixed charge)

1 11 Floating Charge

- 1 11 1 The Chargor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this clause
- 1 11 2 Except as provided below, the Agent may by notice to the Chargor convert the floating charge created by this subclause into a fixed charge as regards the Chargor's assets specified in that notice, if
 - 1 11 2 1 an Event of Default is outstanding, or
 - 1 11 2 2 the Agent considers in good faith those assets to be in jeopardy, whether in danger of being seized or sold under any form of distress, execution or other legal process or otherwise
- 1 11 3 The floating charge created by this subclause may not be converted into a fixed charge solely by reason of
 - 1 11 3 1 the obtaining of a moratorium, or
 - 1 11 3 2 anything done with a view to obtaining a moratorium,under the Insolvency Act 2000
- 1 11 4 The floating charge created by this subclause will automatically convert into a fixed charge over those assets of the Chargor from time to time subject to a floating charge pursuant to the Deed (the "**Floating Charge Assets**")
 - 1 11 4 1 if steps are taken to appoint an administrator or to issue a notice of intention to appoint an administrator,
 - 1 11 4 2 if the Chargor creates or attempts to create any Security over all or any of the Floating Charge Assets, or
 - 1 11 4 3 if any person levies or attempts to levy any distress, execution, sequestration or other process against any of the Floating Charge Assets
- 1 11 5 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by this subclause, which floating charge is accordingly a qualifying floating charge for such purposes

2 RESTRICTIONS ON DEALINGS

2.1 Security

Except as expressly allowed in the Restated Facility Agreement, the Chargor shall not create or permit to subsist any Security on any Security Asset (except for the Security created or constituted by the Deed)

2.2 Disposals

Except as expressly allowed in the Restated Facility Agreement, the Chargor shall not sell, transfer, licence, lease or otherwise dispose of or agree to sell, transfer, licence, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject only to an uncrystallised floating charge created under the Deed

SCHEDULE 2
Definitions

"Accession Letter"	a document substantially in the form set out in Schedule 6 to the Restated Facility Agreement,
"Account"	a General Account or the Surplus Deposit Account,
"Acquisition Agreement"	an Existing Acquisition Agreement or an Additional Acquisition Agreement,
"Acquisition Disclosure Letter"	an Existing Acquisition Disclosure Letter or an Additional Acquisition Disclosure Letter,
"Acquisition Document"	an Acquisition Agreement, an Acquisition Disclosure Letter or a Tax Deed,
"Additional Acquisition Agreement"	either (i) a share sale and purchase agreement entered or to be entered into by the Borrower or a subsidiary of the Borrower in connection with the acquisition of the shares in an Additional Guarantor with the prior consent of the Agent, or (ii) a sale and purchase agreement entered or to be entered into in connection with the acquisition of a business and / or assets and / or an Additional Property with the prior written consent of the Agent,
"Additional Acquisition Disclosure Letter"	a disclosure letter pursuant to an Additional Acquisition Agreement,
"Additional Guarantor"	Belmont School Limited, Waterloo Lodge School Limited, Fostering Solutions Limited, Fostering Solutions (Northern) Limited, Advance Foster Care Limited, Underley Schools Limited, Underley Educational Services or any other Subsidiary of the Borrower which, in each case, becomes an

	Additional Guarantor in accordance with clause 28 (<i>Changes to the Obligors</i>) of the Restated Facility Agreement,
"Additional Property"	any property (other than an Existing Property) owned or acquired by a Guarantor with the prior written consent of the Agent and in respect of which the Agent has received, in form and substance satisfactory to the Agent, all of the documents and other evidence listed in Part III of Schedule 2 to the Restated Facility Agreement,
"Arranger"	the Agent (as arranger in relation to the Restated Facility Agreement),
"Authorisation"	an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,
"Bank Indemnity"	the indemnity provided by the Original Lender in favour of AIB Group (UK) PLC in respect of the guarantee obligations of AIB Group (UK) PLC under the loan stock instrument dated 18 March 2005 of the Borrower constituting £1,000,000 zero coupon guaranteed loan notes 2006,
"Borrower"	Acorn Care and Education Limited,
"Commitment"	a Facility A Commitment, Facility B commitment or Facility C Commitment,
"Construction Document"	any contract or agreement entered into by the Chargor in relation to any construction, development, capital expenditure project or other similar or related service or contract,
"Counterparty"	the Agent (as counterparty to hedging arrangements relating to the Restated Facility Agreement),
"Debenture"	a debenture over the assets of each Obligor in form and substance satisfactory to the

	Agent,
"Event of Default"	any event or circumstance specified as such in clause 26 (<i>Events of Default</i>) of the Restated Facility Agreement,
"Existing Acquisition Agreement"	<p>each of</p> <ul style="list-style-type: none">(i) the share purchase and sale agreement dated 17 December 2004 between the Borrower and Dr A J Smith and Mrs A R Smith in connection with the acquisition of the shares in Knossington Grange School Limited,(ii) the share purchase and sale agreement dated 18 March 2005 between the Borrower and Jane Lloyd, Georgina Revell, Miranda Ridgen, Viktoria Lloyd-Barlow, Robert Lloyd, David Lloyd and Laura Lloyd in connection with the acquisition of the shares in Heath Farm Limited,(iii) the share purchase and sale agreement dated 28 July 2005 between the Borrower and Charles Edmundson and Gary Holliday in connection with the acquisition of the shares in Crookhey Hall Limited, or(iv) the share purchase and sale agreement dated 20 October 2005 between the Borrower and Kenneth and Sandra Anstese in connection with the acquisition of the shares in Bramfield House School Limited,
"Existing Acquisition Disclosure Letter"	<p>each of</p> <ul style="list-style-type: none">(i) the disclosure letter dated 17 December 2004 between the Borrower and Dr A J Smith and Mrs A R Smith in connection with the acquisition of the shares in

Knossington Grange School Limited,

- (ii) the disclosure letter dated 18 March 2005 between the Borrower and Jane Lloyd, Georgina Revell, Miranda Ridgen, Viktoria Lloyd-Barlow, Robert Lloyd, David Lloyd and Laura Lloyd in connection with the acquisition of the shares in Heath Farm Limited,
- (iii) the disclosure letter dated 28 July 2005 between the Borrower and Charles Edmundson and Gary Holliday in connection with the acquisition of the shares in Crookhey Hall Limited, or
- (iv) the disclosure letter dated 12 October 2005 between the Borrower and Kenneth and Sandra Anstese in connection with the acquisition of the shares in Bramfield House School Limited,

"Existing Property"

each property listed against an Original Guarantor in Part I of Schedule 1 to the Restated Facility Agreement, each as described in the Debenture entered into by the Original Guarantors and, where the context so requires, including any buildings on such property,

"Facility A"

the term loan facility made available under the Restated Facility Agreement as described in clause 2.1 (*The Facilities*) of the Restated Facility Agreement,

"Facility A Commitment"

- (i) in relation to the Original Lender, the amount set opposite its name under the heading "Facility A Commitment" in Part II of Schedule 1 to the Restated Facility Agreement and the amount of any other Facility A Commitment transferred to it under the Restated Facility Agreement, and
- (ii) in relation to any other Lender, the

amount of any Facility A Commitment transferred to it under the Restated Facility Agreement,

to the extent not cancelled, reduced or transferred by it under the Restated Facility Agreement,

"Facility A Loan"

any loan made or to be made under Facility A or the principal amount outstanding for the time being of such loans,

"Facility B"

the capex loan facility made available under the Restated Facility Agreement as described in clause 2.2 (*The Facilities*) of the Restated Facility Agreement,

"Facility B Commitment"

(i) in relation to the Original Lender, the amount set opposite its name under the heading "Facility B Commitment" in Part II of Schedule 1 to the Restated Facility Agreement and the amount of any other Facility B Commitment transferred to it under the Restated Facility Agreement, and

(ii) in relation to any other Lender, the amount of any Facility B Commitment transferred to it under the Restated Facility Agreement,

to the extent not cancelled, reduced or transferred by it under the Restated Facility Agreement,

"Facility B Loan"

any loan made or to be made under Facility B or the principal amount outstanding for the time being of such loans,

"Facility C"

the term loan facility made available under the Restated Facility Agreement as described in clause 2.3 (*The Facilities*) of the Restated Facility Agreement,

"Facility C Commitment"

- (i) in relation to the Original Lender, the amount set opposite its name under the heading "Facility C Commitment" in Part II of Schedule 1 to the Restated Facility Agreement and the amount of any other Facility C Commitment transferred to it under the Restated Facility Agreement, and
- (ii) in relation to any other Lender, the amount of any Facility C Commitment transferred to it under the Restated Facility Agreement,

to the extent not cancelled, reduced or transferred by it under the Restated Facility Agreement,

"Facility C Loan"

any loan made or to be made under Facility C or the principal amount outstanding for the time being of such loans,

"Fee Letter"

- (i) the letter dated on or about the date of the Restated Facility Agreement between the Arranger and the Borrower (or the Agent and the Borrower),
- (ii) the letter dated on or around the date of the First Supplemental Agreement between the Arranger and the Borrower (or the Agent and the Borrower) setting out any of the fees referred to in clause 11 (*Fees*) of the Restated Facility Agreement and / or clause 5 of the First Supplemental Agreement,
- (iii) the letter dated on or around the date of the Second Supplemental Agreement between the Arranger and the Borrower (or the Agent and the Borrower) setting out any of the fees referred to in clause 11 (*Fees*) of the Restated Facility Agreement and / or clause 5 of the Second Supplemental Agreement,

(iv) the letter dated on or about the date of the Third Supplemental Agreement between the Arranger and the Borrower (or the Agent and the Borrower) setting out any of the fees referred to in clause 11 (*Fees*) of the Restated Facility Agreement and / or clause 5 of the Third Supplemental Agreement,

(v) the letter dated on or about the date of the Fourth Supplemental Agreement between the Arranger and the Borrower (or the Agent and the Borrower) setting out any of the fees referred to in clause 11 (*Fees*) of the Restated Facility Agreement and / or clause 5 of the Fourth Supplemental Agreement,

(vi) the letter dated on or about the date of the Fifth Supplemental Agreement between the Arranger and the Borrower (or the Agent and the Borrower) setting out any of the fees referred to in clause 11 (*Fees*) of the Restated Facility Agreement and / or clause 5 of the Fifth Supplemental Agreement,

"Fifth Supplemental Agreement"

the agreement amending, supplementing and restating the Restated Facility Agreement dated 13 August 2007,

"Finance Document"

the Restated Facility Agreement, a Supplemental Agreement, a Security Document, any Subordination Agreement, any Fee Letter, any Accession Letter, the Bank Indemnity, the Hedging Arrangements and any other document designated as such by the Agent and the Borrower,

"Finance Party"

the Agent, the Arranger, the Counterparty or a Lender,

"First Supplemental Agreement"

the agreement amending, supplementing and restating the Restated Facility Agreement

	dated 21 July 2006,
"Fourth Supplemental Agreement"	the agreement amending, supplementing and restating the Restated Facility Agreement dated 12 April 2007,
"General Account"	each account designated as such under the terms of the Restated Facility Agreement,
"Guarantor"	an Original Guarantor or an Additional Guarantor,
"Hedging Arrangements"	any interest hedging arrangement entered into by the Borrower in connection with interest payable under the Restated Facility Agreement,
"Individual Shareholder"	Ms Janet MacLean, Mr Andrew Short and each member of the Senior Management (other than Mr David Johnson) or any other person which becomes a shareholder of the Borrower with the prior written consent of the Majority Lenders,
"Intellectual Property Rights"	all patents (including applications (and any goodwill associated with such applications), improvements, prolongations, extensions and rights to apply for them in any part of the world), designs (whether registered or unregistered), copyrights and rights in the nature of copyright, design rights, trade marks and service marks (whether registered or unregistered), utility models (in each case for their full period and all extensions and renewals of them), trade names, business names, domain names and brand names, know-how, formulae, confidential information, trade secrets, computer software programs and systems and any similar rights existing in any country (including the benefit of any licences or consents relating to any of the above) and all fees, royalties or other rights derived from them or incidental to them in any part of the world,

"Investment Document"

the Shareholders' Agreement, the Investor Loan Note Instrument or the Investor Loan Notes,

"Investor Loan Note Instrument"

each of the instruments dated 18 March 2005 creating the Investor Loan Notes referred to in paragraphs (a), (b) and (c) of the definition of "Investor Loan Notes" below and each of the instruments dated 28 July 2005 creating the Investor Loan Notes referred to in paragraphs (d) and (e) of the definition of "Investor Loan Notes" below,

"Investor Loan Notes"

has the meaning given to it in the Restated Facility Agreement,

"Key Person Insurance Documents"

a key person life assurance policy (in form and substance reasonably satisfactory to the Agent and with such insurer as the Agent may reasonably approve) taken out and maintained by the Borrower in respect of each of Mr Stephen Page and Mr David Johnson (and any substitute or replacement policies entered into relating to the same),

"Lender"

- (i) any Original Lender, and
- (ii) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with clause 27 (*Changes to the Lenders*) of the Restated Facility Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Restated Facility Agreement,

"Loan"

a Facility A Loan, a Facility B Loan or a Facility C Loan,

"Majority Lenders"

- (i) if there are no Loans then outstanding, a Lender or Lenders whose Commitments aggregate more than $66\frac{2}{3}\%$ of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated

more than $66\frac{2}{3}\%$ of the Total Commitments immediately prior to the reduction), or

- (ii) at any other time, a Lender or Lenders whose participations in the Loans then outstanding aggregate more than $66\frac{2}{3}\%$ of all the Loans then outstanding,

"Obligor"	an Original Obligor or an Additional Guarantor,
"Original Guarantor"	the companies listed in Part I of Schedule 1 to the Restated Facility Agreement,
"Original Lender"	the Agent (as lender under the Restated Facility Agreement),
"Original Obligor"	the Borrower or an Original Guarantor,
"Party"	a party to the Restated Facility Agreement,
"Property"	an Existing Property or an Additional Property,
"Restated Facility Agreement"	the facility agreement dated 15 February 2006 between (amongst others) the Borrower and the Agent as amended, supplemented and restated by the terms set out in a supplemental agreement dated 13 August 2007 (and from time to time),
"Second Supplemental Agreement"	the agreement amending, supplementing and restating the Restated Facility Agreement dated on or around 1 March 2007,
"Security"	a mortgage, charge, assignment, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,
"Security Asset"	all the assets of the Chargor which are the subject of any Security created or constituted by the Deed,

"Security Document"	(i) a Debenture, (ii) any other document designated as such by the Agent and the Borrower,
"Senior Management"	each of Mr Kevin McNeany, Mr Stephen Page and Mr David Johnson and any other individual in a management position agreed between the Borrower and the Agent,
"Service Contract"	a service contract of each member of Senior Management in form and substance acceptable to the Agent,
"Shareholders' Agreement"	the investment agreement relating to the Borrower dated 18 March 2005 between the Borrower, the Managers (as defined therein), the Phoenix Funds (as defined therein), Phoenix Equity Partners Limited and Phoenix Equity Nominees Limited,
"Subordinated Creditors"	Phoenix Equity Nominees Limited or an Individual Shareholder,
"Subordination Agreement"	any subordination agreement entered or to be entered into by the Subordinated Creditors in favour of the Agent in form and substance satisfactory to the Agent,
"Subsidiary"	(i) a subsidiary within the meaning of section 736 of the Companies Act 1985, and (ii) unless the context otherwise requires, a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985,
"Supplemental Agreement"	the First Supplemental Agreement, the Second Supplemental Agreement, the Third Supplemental Agreement, the Fourth Supplemental Agreement or the Fifth Supplemental Agreement,
"Surplus Deposit Account"	the account designated as such under the

	terms of the Restated Facility Agreement,
"Tax Deed"	a tax deed entered or to be entered into by the Borrower or a Subsidiary of the Borrower in connection with the acquisition of the shares in an Additional Guarantor with the prior consent of the Agent,
"Third Supplemental Agreement"	the agreement amending, supplementing and restating the Restated Facility Agreement dated on or around 21 March 2007,
"Total Commitments"	the aggregate at any given time of the Total Facility A Commitments, the Total Facility B Commitments and the Total Facility C Commitments,
"Total Facility A Commitments"	the aggregate of the Facility A Commitments,
"Total Facility B Commitments"	the aggregate of the Facility B Commitments,
"Total Facility C Commitments"	the aggregate of the Facility A Commitments,
"Transaction Document"	(i) a Finance Document, (ii) an Acquisition Document, (iii) an Investment Document, (iv) a Service Contract, or (v) any other document designated as such by the Agent and the Borrower



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4938172
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 1 APRIL 2008
AND CREATED BY Jafa NORTH-EAST UK LTD FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR
TO ANY FINANCE PARTY 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 10 APRIL 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 APRIL 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES