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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

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

3111

5081019

Name of company

* AVANTA VICTORIA STREET LIMITED registered in England and Wales (the
"Chargor")

Date of creation of the charge

2 October 2008

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

Deed of Admission dated 2 October 2008 executed by the Chargor in relation
to an Omnibus Guarantee and Set-Off Agreement (the "OGSA") dated 27
September 2007

Amount secured by the mortgage or charge

See Rider 1.

04
+
10

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

LLOYDS TSB BANK PLC of Bank House, Wine Street, Bristol (the "Bank")

Postcode BS1 2AN

Presentor's name address and
reference (if any)

CMS Cameron McKenna LLP

Mitre House

160 Aldersgate Street

London

EC1A 4DD

EMGR/110127 00046 (22569088)

Time critical reference

For official Use (06/2005)

Mortgage Section

TUESDAY



LH23A3RB

LD3

07/10/2008

84

COMPANIES HOUSE

Please return via
CH London Counter

Short particulars of all the property mortgaged or charged

See Rider 2

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed CMS Cameron McKenna LLP Date 7 October 2008

On behalf of ~~XXXXXXXXXXXX~~ [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**.

RIDERS TO FORM M395

COMPANY NAME: AVANTA VICTORIA STREET LIMITED

COMPANY NUMBER: 5081019

RIDER 1

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

- (a) all money and liabilities whether actual or contingent now or at any time hereafter due, owing or incurred from or by any one or more of the Principals to the Bank anywhere or for which any one or more of the Principals may be or become liable to the Bank in any manner whatsoever without limitation (and whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law) including
 - (i) in the case of the liquidation, administration or dissolution of any Principal, all sums (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by such Principal if such liquidation, administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration or dissolution, and
 - (ii) in the event of the discontinuance of the Guarantee in respect of any Principal, all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of such Principal on the Bank or its agents and purporting to be dated on or before the date of discontinuance of that Guarantee, although presented to or paid by the Bank or its agents after the date of discontinuance of that Guarantee and all liabilities of such Principal to the Bank at such date whether actual or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for such Principal,
- (b) interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the relevant Principal or, in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits as the Bank may in its absolute discretion from time to time select, and
- (c) commission and other banking charges and legal, administrative and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Principal or others and in relation to the preparation and enforcement of any security held by or offered to the Bank for such liabilities together with interest

computed as provided in paragraph (b) above on each such sum from the date that the same was incurred or fell due

RIDERS TO FORM M395

COMPANY NAME: AVANTA VICTORIA STREET LIMITED

COMPANY NUMBER: 5081019

RIDER 2

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

- 1 The Companies jointly and severally agree that, in addition to any general lien or similar right to which the Bank as bankers may be entitled by law, the Bank may at any time and from time to time and with or without notice to the Companies or any of them
 - (a) combine or consolidate all or any of the Accounts with all or any of the Principals' Liabilities, and
 - (b) set-off or transfer any Credit Balance in or towards satisfaction of any of the Principals' Liabilities
- 2 Each Company with full title guarantee hereby charges its Credit Balances to the Bank to secure repayment of the Secured Obligations

Notes

A Restrictions

The OGSA contains the following provision

- 1 Each Company agrees with the Bank that it shall not (without the prior written consent of the Bank) assign, mortgage, charge or otherwise confer upon any third party and right, title or interest in or to any Credit Balance, or otherwise dispose of any Credit Balance or agree to do any such thing, or allow any such third party right, title or interest to subsist (except in each case in favour of, or upon, the Bank)

Riders to Form M395

COMPANY NAME: AVANTA VICTORIA STREET LIMITED

COMPANY NUMBER: 5081019

SCHEDULE OF DEFINITIONS AND INTERPRETATION

All defined terms and expressions used in this Form M395 shall, if not otherwise defined, have the following meanings and any terms not herein defined shall have the meaning given to such term in the OGSA

"Accounts" means all the present and future accounts of the Companies with the Bank whether such accounts are in the sole name of any of the Companies or in the joint names of two or more Companies and includes accounts in the Bank's name with any designation which includes the name(s) (of any one or more of the Companies and **"Account"** means any one of them,

"Companies" means the Parent and the other companies and limited liability partnerships named in Schedule 1 of the OGSA (and such expression shall include any party executing a deed pursuant to sub-clause 21 2 of the OGSA but shall not include any party released pursuant to sub-clause 21 2 of the OGSA as from the date of its release) and each or any of them severally and **"Company"** means any one of them,

"Credit Balance" means any sum standing to the credit of an Account, whether in Sterling or any other currency or currency unit and the debt from time to time owing by the Bank represented by that sum and **"Credit Balances"** means all of them,

"Guarantee" means the guarantee contained in clause 2 of the OGSA and the indemnity contained in clause 4 of the OGSA (and, in each case, any corresponding provision in any deed supplemental to the OGSA),

"Parent" means the party named in Part 1 of Schedule 1 of the OGSA,

"Principal" means any Company insofar only as it at any time owes money or has incurred liabilities (whether certain or contingent) to the Bank otherwise than pursuant to the terms of the OGSA,

"Principals' Liabilities" means

- (a) all money and liabilities whether actual or contingent now or at any time hereafter due, owing or incurred from or by any one or more of the Principals to the Bank anywhere or for which any one or more of the Principals may be or become liable to the Bank in any manner whatsoever without limitation (and whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law) including
 - (i) in the case of the liquidation, administration or dissolution of any Principal, all sums (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by such Principal if such liquidation, administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration or dissolution, and

- (11) in the event of the discontinuance of the Guarantee in respect of any Principal, all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of such Principal on the Bank or its agents and purporting to be dated on or before the date of discontinuance of that Guarantee, although presented to or paid by the Bank or its agents after the date of discontinuance of that Guarantee and all liabilities of such Principal to the Bank at such date whether actual or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for such Principal,
- (b) interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the relevant Principal or, in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits as the Bank may in its absolute discretion from time to time select, and
- (c) commission and other banking charges and legal, administrative and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Principal or others and in relation to the preparation and enforcement of any security held by or offered to the Bank for such liabilities together with interest computed as provided in paragraph (b) above on each such sum from the date that the same was incurred or fell due,

"Secured Obligations" means the aggregate of the Principals' Liabilities and all other money and liabilities payable by the Companies under the OGSA, and

"Sterling" means the legal currency for the time being of the United Kingdom



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5081019
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ADMISSION TO AN
OMINBUS GUARANTEE AND SET-OFF AGREEMENT DATED 27
SEPTEMBER 2007 DATED 2 OCTOBER 2008 AND CREATED BY
AVANTA VICTORIA STREET LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM OR BY ANY ONE OR
MORE OF THE PRINCIPALS TO LLOYDS TSB BANK PLC 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 7 OCTOBER
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 OCTOBER 2008

Handwritten signature



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES