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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

52853/13

Particulars of a mortgage or charge

395

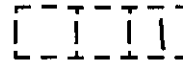
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



05213104

Name of company

* Rockpools People & Performance Limited

Date of creation of the charge

✓ 22 March 2005

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

5 Debenture

Amount secured by the mortgage or charge

4 See attached Rider A

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

G The Governor and Company of the Bank of Scotland having its head office at
The Mound, Edinburgh

Postcode EH1 1YZ

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

Dickson Minto W.S.
16 Charlotte Square
Edinburgh
EH 2 4DF DX ED 199
B027/598/JMM/CJM

Doc. Ref.: rockpools.lpd

Time critical reference

For official Use (02/00)
Mortgage Section

Post room



A01
COMPANIES HOUSE

0107
04/04/05

Short particulars of all the property mortgaged or charged

See attached Rider B

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write in
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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

Danison Mith

Date

1/4/05

On behalf of ~~XXXXXX~~ [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

ROCKPOOLS PEOPLE & PERFORMANCE LIMITED

(Registered Number 05213104)

RIDER A - FORM 395 - (DEBENTURE)

Amount secured by the charge

All or any monies and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not BoS shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual BoS rates and practice as well after as before any demand made or judgment obtained under or in relation to the Debenture.

Where:-

"BoS"

means The Governor and Company of the Bank of Scotland, a company incorporated by Act of Parliament and having its head office at The Mound, Edinburgh, EH1 1YZ; and

"Company"

means Rockpools People & Performance Limited (Registered Number 05213104) whose registered office is at 4th Floor, Caxton House, 2 Farringdon Road, London EC1M 2HN.



ROCKPOOLS PEOPLE & PERFORMANCE LIMITED

(Registered Number 05213104)

RIDER B - FORM 395 - (DEBENTURE)

Short particulars of all the property mortgaged or charged

1. By way of fixed charge:-
 - 1.1. all estates or interests in any freehold or leasehold property belonging to the Company now at the date of the Debenture or at any time after the date of the Debenture together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
 - 1.2. all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land and the benefit of all other agreements relating to land to which it is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures) which are at any time on the property charged under the Debenture;
 - 1.3. all present and future plant, machinery vehicles, computers and office and other equipment owned by the Company;
 - 1.4. all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them;
 - 1.5. all rights and interests in and claims under all policies of insurance and assurance held or to be held by or insuring to the benefit of the Company and the benefit of all rights and claims to which the Company is at the date of the Debenture or may be entitled under any contracts;
 - 1.6. all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;
 - 1.7. all the Company's goodwill and uncalled capital for the time being;
 - 1.8. all present and future book and other debts and monetary claims of the Company whether payable at the date of the Debenture or in the future and the benefit of all present and future rights and claims of the Company against third parties relating to them and capable of being satisfied by the payment of money (save as charged under sub-clause 2.1.2.5 of the Debenture); and

- 1.9. all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest).
2. By way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by Clause 2 of the Debenture, (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in sub-clause 2.1.2 of the Debenture).
3. The Company with full title guarantee in terms of the Debenture assigns in favour of BoS (subject to the right of the Company to redeem such assignment upon payment or discharge in full of the Secured Liabilities):
 - 3.1. all the right, title and interest of the Company in and to any interest rate hedging agreements entered into by any person; and
 - 3.2. (insofar as they are capable of being assigned by way of security) all the right, title and interest of the Company in and to any agreement to which the Company is a party except to the extent that it is subject to any fixed charge created under any other provision of the Debenture.
4. To the extent that any such right, title and interest as is referred to in Clause 2.2 of the Debenture is not assignable or capable of assignment, the assignment thereof purported to be effected by such Clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Company may derive therefrom or be awarded or entitled to in respect thereof, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities.
5. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to any Floating Charge created pursuant to the Debenture.
6. The Company agrees that any monies from time to time standing to its credit on any account (whether current, deposit, loan or of any other nature whatsoever) with BoS may be retained as cover for and/or applied by BoS at any time and without notice to the Company (whether on or before or after the expiry of any fixed or minimum period for which such monies may have been deposited) in or towards payment or satisfaction of any monies or liabilities due, owing or incurred by the Company to BoS in any manner, whether present or future, actual or contingent, joint or several, whether incurred as principal or surety (or guarantor or cautioner) or in any other way whatsoever.

Where:-

"Assets"

shall mean the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company;

and

"Secured Liabilities"

means the amount secured by the charge more particularly described in Rider A above.

All terms defined in Rider A above shall have the same meaning in this Rider B.

A handwritten signature or set of initials, possibly reading 'BM', located in the upper right portion of the page.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05213104

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 22nd MARCH 2005 AND CREATED BY ROCKPOOLS PEOPLE & PERFORMANCE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 4th APRIL 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th APRIL 2005.

GRH
P



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES