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COMPANIES FORM No. 395

Particulars of a mortgage or charge

143893/195

395

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

CHFP025

Please do not write in this margin

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

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

22

Company number

05245825

Name of company

* CAPQUEST INVESTMENTS LIMITED (the "Company")

Date of creation of the charge

17 November 2008

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

Composite Guarantee and Debenture dated 17 November 2008 (the "Guarantee and Debenture") between the Charging Companies and the Security Trustee (each as defined herein) governed by Irish law.

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent) of any member of the Group to the Beneficiaries (or any of them) on any account or in respect of any transaction (including without limitation under any Finance Document), irrespective of whether:

- (a) such member of the Group or any Beneficiary is acting as principal, agent, trustee, beneficiary, partner or in any other capacity;
 - (b) such member of the Group is liable as principal debtor or as surety;
 - (c) such member of the Group is liable alone or jointly and/or severally with any other person;
 - (d) the same were originally owing to any Beneficiary or purchased or otherwise acquired by it,
- and whether principal, interest, fees, expenses, indemnity payments or otherwise, together with interest on such monies as may be due from time to time and all fees, commissions and other costs, charges and expenses (including legal and other fees on a full indemnity basis) and any VAT or similar tax payable thereon incurred by any Beneficiaries in relation to any member of the Group (including all monies covenanted to be paid under the Guarantee and Debenture) ("Secured Obligations") provided that no obligation no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, this Debenture (or any part of it) would constitute unlawful financial assistance within the meaning of section 60 of the Companies Act 1963;

All capitalised terms not defined elsewhere in this form 395 are as defined in schedule 1 to this form.

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

THE ROYAL BANK OF SCOTLAND PLC (the "Security Trustee"), acting through its Global Banking & Markets Department, 135 Bishopsgate, London

Postcode EC2M 3UR

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

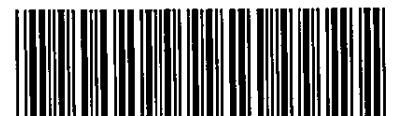
Contact: Zuber Mitchla
DLA Piper UK LLP
3 Noble Street
London
EC2V 7EE

67955.140912.21601176

Time critical reference

For official Use (02/06)
Mortgage Section

TUESDAY



LDYAL5B7

LD2

02/12/2008

61

COMPANIES HOUSE

Please do not
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**Please complete
legibly, preferably
in black type, or
bold block
lettering**

1. **CREATION OF SECURITY**

- 1.1 The Company as beneficial owner TO THE INTENT that the mortgage, charges and assignments herein shall be a continuing security for the payment and discharge of all moneys and liabilities hereby agreed to be paid or discharged by it:

1.1.1 Charge over Receivables

hereby CHARGES in favour of the Security Trustee as a first fixed charge all present and future bank accounts including the Security Accounts (as defined below) in the name of the Company or held in the name of another but with the Company as beneficial owner together with the moneys in such accounts, interest thereon and all rights and powers of recovery in respect thereof and CHARGES all Receivables.

Continued at Addendum 4/4

Particulars as to commission allowance or discount (note 3)

N/A

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

Signed

DUA PIPER UIC LLP

Date

2/12/08

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

Name of company

*insert full name
of Company

* CAPQUEST INVESTMENTS LIMITED (the "Company")

Addendum 1/4

1. Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

Addendum 3/4

3. Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

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

1.1.2 Mortgage of unregistered land

hereby GRANTS, CONVEYS, ASSIGNS, TRANSFERS and DEMISES unto the Security Trustee ALL THAT AND THOSE the lands, hereditaments and premises vested in it, including those specified in Part 5 of the Schedule other than:

- (a) the parts thereof the ownership of which is registered in the Land Registry pursuant to the provisions of the Registration of Deeds and Title Acts 1964 and 2006;
- (b) those lands hereditaments and premises of leasehold tenure in respect of which the consent of the lessor, being required for a sub-demise, is not forthcoming at the date hereof;

TO HOLD the same as to so much thereof as is of freehold tenure (including that held under a fee farm grant) unto the Security Trustee in fee simple and as to so much thereof as is of leasehold tenure unto the Security Trustee for the residue or residues of the respective terms of years for which the Company now holds the same less the last three days of each such term subject to the proviso for redemption herein contained;

1.1.3 Nominal Reversion

- (a) hereby DECLARES that in respect of all or any leasehold lands, hereditaments and premises referred to in this clause 1 it shall stand possessed of the reversion or respective reversions hereby reserved of the term or several terms of years for which the same are held in trust for the Security Trustee (subject to any equity of redemption subsisting hereunder) and shall dispose of the same as the Security Trustee may direct;
- (b) hereby AUTHORISES the Security Trustee to appoint a new trustee or trustees of such reversion or respective reversions in place of the Company or any trustee or trustees appointed under this power as if it, he or they were incapable of acting in the trusts hereby declared;;
- (c) hereby irrevocably APPOINTS the Security Trustee the attorney of the Company to assign the said reversion or respective reversions in the name of the Company and on its behalf to such trustee or trustees subject to such equity of redemption (if any) as may for the time being be subsisting as aforesaid and to execute and do all deeds, documents and acts necessary or proper for that purpose; and;

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deeds, documents and acts necessary or proper for that purpose; and;

- (d) hereby ACKNOWLEDGES that upon any sale or foreclosure of such of the Property and for the purpose of vesting the said nominal reversion in the purchaser or any other person entitled to the derivative term of years hereby granted or in some trustee on his behalf the Security Trustee may by deed appoint such purchaser or other person entitled as aforesaid or any other person or persons to be a new trustee or new trustees of the said nominal reversion in place of the Company whether consenting or not and to vest the said nominal reversion in the person or persons so appointed freed and discharged from all right or equity of redemption;

1.1.4 Charge of Certain Leasehold Land

hereby CHARGES in favour of the Security Trustee as a first fixed charge so much of the lands hereditaments and premises vested in it including those specified in Part 5 of the Schedule to the Guarantee and Debenture as are of leasehold tenure in respect of which the consent of the lessor, being required for a sub-demise, is not forthcoming on the date hereof;

1.1.5 Charge of Other Land

hereby CHARGES as a first fixed charge in favour of the Security Trustee all other (if any) freehold and leasehold lands hereditaments and premises now vested in it (whether or not registered) together with all buildings, fixtures, (including trade fixtures) and fixed plant and machinery from time to time thereon;

1.1.6 Charge over future Interest

hereby CHARGES unto the Security Trustee by way of first fixed charge any future estate or interest which the Company may from time to time hereafter acquire in any lands hereditaments and premises together with all buildings, fixtures including trade fixtures and fixed plant and machinery from time to time thereon;

1.1.7 Assignment of Rights

hereby ASSIGNS unto the Security Trustee (subject to the proviso for redemption herein) the benefit of:

- (a) any covenant agreement, acknowledgement or undertaking for road-making or for the payment of road charges or other private street improvement or drainage expenses in respect of the Property (or documents of title thereto) or any indemnity against payment of such charges or expenses;
- (b) any other covenant agreement undertaking charge right remedy or indemnity in relation to the Property or any rent payable thereout or charge thereon;;
- (c) all rights of the Company to be paid or receive compensation under any Statute by reason of any compulsory acquisition requisitioning or other exercise of compulsory powers in relation to the Property or assets or any refusal withdrawal or modification of planning permission or approval relative thereto or any control or limitation imposed upon or affecting the use of the Property and so that the production hereof to the authority or person liable to pay such compensation shall be a sufficient authority to it or him to pay all such sums to the Security Trustee;

and hereby APPOINTS the Security Trustee irrevocably (but subject to the proviso for redemption herein) to be the attorney of the Company in its name and on its behalf:

- (a) to claim assess agree recover and receive any such compensation; and;
- (b) to exercise any such right or to give any such notice or counter-notice concerning the Property as by or under any statute the Company may be entitled to exercise or give against or to any local or other competent or

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appropriate authority;

1.1.8 Charge of Specific Assets and Rights

The Company hereby ASSIGNS (subject to the proviso for redemption herein) and CHARGES in favour of the Security Trustee by way of first fixed charge:

- (a) all the Company's present and future fixed and moveable plant, machinery, vehicles, equipment, fixtures, implements, utensils, computers, office equipment and the benefit of all contracts, licences and warranties relating to the same;
- (a) all stocks, shares, bonds, warrants, bearer instruments, options and securities of any kind whatsoever whether marketable or otherwise and all other interests including but not limited to loan capital, debentures, debenture stocks or other obligations in any company, firm, consortium or entity wheresoever situate including all allotments, accretions, offers, rights, benefits or advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all stocks, shares, rights, money or property accruing thereto or offered at any time by way of rights, conversion, redemption, bonus, preference, option or otherwise in respect thereof;
- (a) the Intellectual Property;

1.1.9 Charge of Uncalled Capital and Goodwill

the Company hereby CHARGES in favour of the Security Trustee as a first fixed charge all the Company's uncalled capital for the time being and goodwill;

1.1.10 Floating Charge

hereby CHARGES in favour of the Security Trustee by way of first floating charge:

- (a) all the other undertakings, assets and property of the Company wheresoever and whatsoever both present and future and including its book debts and other debts now and from time to time due or owing to the Company together with all rights and powers of recovery in respect thereof; and;
- (a) without prejudice to the mortgages charges and assignments hereinbefore contained the property and assets referred to in paragraphs (a) to (n) to the extent that the mortgages charges and assignments therein may, notwithstanding the intention of the parties as evidenced herein, be construed not to constitute effective mortgages fixed charges or assignments;

1.1.11 Charge of Registered Land

as registered owner or as person entitled to be registered as owner hereby CHARGES as a first fixed charge in favour of the Security Trustee so much of the lands hereditaments and premises vested in it including those specified in the Schedule the ownership of which is registered in the Land Registry or is or will at any time be required to be or happen to be so registered pursuant to the provisions of the Registration of Deeds and Title Acts 1964 and 2006 or any other Act or Rule together with all buildings, fixtures, (including trade fixtures) and fixed plant and machinery from time to time thereon;

1.1.12 Charge over Shares

The Company hereby CHARGES by way of first fixed charge all the shares specified in Part 2 of the Schedule to the Guarantee and Debenture (the 'Shares') together with any substituted securities which the Company may now or hereafter hold or

Name of company

*insert full name
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* CAPQUEST INVESTMENTS LIMITED (the "Company")

beneficially own in any company which the Company owns shares in which, or the certificates or other documents for which, are now or are hereafter to be lodged with or held by the Security Trustee or its representatives correspondents or agents or transferred to or registered in the name of the Security Trustee or its nominees by or for the Company (whether so lodged held transferred or registered for safe custody collection security or for any specific purpose or generally) including all dividends interest or other distributions hereafter paid or payable or made in respect of the same and all allotments accretions offers rights benefits and advantages whatsoever at any time accruing offered or arising in respect of or incidental to the same and all stocks shares rights money or property accruing thereto or offered at any time by way of conversion redemption bonus preference option or otherwise in respect thereof (all of which together with the Shares are herein called the 'Securities') so that the Security Trustee shall not in any circumstances incur any liability whatsoever in respect of any calls instalments or otherwise in connection with the Securities.

1.1.13 Charge over Accounts

- (a) The Company as beneficial owner hereby ASSIGNS the Security Trustee accounts which are detailed in Part 3 of the Schedule to the Guarantee and Debenture (the 'Security Accounts') to the Bank absolutely but subject to redemption upon payment of all moneys and the discharge of all obligations and liabilities hereby covenanted to be paid or discharged.
- (a) If and to the extent that the assignment in clause 1.1.13(a) above does not operate to create an effective security assignment over the Security Accounts, the Company as beneficial owner hereby CHARGES by way of first fixed charge, in favour of the Security Trustee, the Security Accounts, with the payment of moneys and discharge of liabilities referred to in clause 2 to the Guarantee and Debenture.
- (a) The Company as beneficial owner hereby CHARGES AND ASSIGNS all money standing to the credit of the Company from time to time on any and all accounts at any bank, financial institution or other person not otherwise charged by clauses 1.1.13(a) and (b).
- (a) The Company as beneficial owner hereby CHARGES AND ASSIGNS any Diverted Funds from time to time not otherwise charged by clauses 1.1.13(a), (b) and (c).

1.1.14 Assignment and Agreements and Rights

- (a) The Company hereby ASSIGNS unto the Security Trustee (subject to the proviso for redemption herein) the benefit of:
 - (i) all policies of insurance now or hereinafter taken out by the Company or the benefit of which is now or hereafter enjoyed or held by the Company and all monies from time to time payable thereunder.
 - (ii) the proceeds of all awards or liquidated damages made in favour of the Company.
 - (iii) all right, title, benefit and interest (but not the burdens or obligations) of the Company under all agreements including but not limited to the agreements listed in Part 4 of the Schedule to the Guarantee and Debenture (as same may be amended, replaced or novated) (together the 'Agreements') and including but not limited to the right to and in all money payable to or on account of the Company pursuant to the Agreements; and
 - (iv) all other Receivables (not otherwise assigned or charged under this clause 1.1.14 above).
- (b) The Company appoints the Security Trustee irrevocably (but subject to redemption) to be the attorney of the

Name of company

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* CAPQUEST INVESTMENTS LIMITED (the "Company")

Company in their name and on their behalf in respect of the Agreements and specifically, without prejudice to the generality of the foregoing:

- (i) to claim assess agree recover and receive any monies due to the Company under the Agreements;
- (ii) to exercise any rights or to take any action or to receive the benefit of any entitlements of the Company under the Agreements and to take any action whether through court enforcement or otherwise to assert those rights;
- (c) The Security Trustee shall not be obliged to make any enquiry as to the nature or sufficiency of any payment made under the Agreements or to make any claim or to take any other action to collect any money or to enforce any rights and benefits assigned to the Security Trustee or which the Security Trustee may at any time be entitled under this assignment;
- (d) The Company will notify the other parties to each of the Agreements that the Company has assigned to the Security Trustee all their right, title, benefit and interests in and to any money payable by such parties to the Company under the Agreements by sending a notice in the form set out in the Part 7 of the Schedule to the Guarantee and Debenture to each counter party to the Agreements.

1.1.15 Charge of Agreements

to the extent that any of the Agreements are not effectively assigned under clause 1.1.14 (a), by way of first fixed charge, the Company charges as a first fixed charge those Agreements.

1.1.16 Charge of Other Licenses, Agreements and Instruments

the Company charges by way of first fixed charge (to the extent not otherwise charge or assigned in this Debenture;

- (a) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Company or the use of any of its assets; and
- (b) any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it.

2 DEALINGS WITH RECEIVABLES

- 1.3 The Company shall not without the prior written consent of the Security Trustee, which may be granted or withheld at its absolute discretion, deal with such money received by the Company in respect of any of its Receivables or other debts and shall not assign or purport to assign the same in favour of any person other than the Security Trustee and shall execute a legal assignment of any of the Receivables and any other debts if called upon to do so by the Security Trustee.
- 1.3 The Company shall not transfer, factor, discount, sell, release, licence, compound, subordinate, defer or otherwise dispose of or vary the terms of any Receivables or other debts or moneys for the time being due, owing or payable to it nor purport to charge assign or otherwise deal or dispose with the same other than to the Security Trustee.
- 1.3 The Company shall not withdraw, attempt nor be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Security Account without the prior written consent of the Security Trustee and the Security Trustee shall be entitled in its absolute discretion to refuse to permit any such withdrawal or transfer. If there shall from time to time be any credit balance on any other account of the Company with the Security Trustee, the Security Trustee shall be entitled in its absolute discretion to refuse to permit such credit balance to be utilised or withdrawn by the Company (whether in whole or in part) for so long as any of the Secured Obligations is outstanding.

3 COVENANTS BY THE COMPANY TO PROTECT PROPERTY

Name of company

*insert full name
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* CAPQUEST INVESTMENTS LIMITED (the "Company")

3.1 Not create or permit to subsist any mortgage or charge other than in favour of the Security Trustee ranking in priority to or pari passu with the mortgages, charges and assignments hereby created;

3.2 Further Assurance

From time to time within the Perpetuity Period do, execute, acknowledge and deliver all and every such further deeds, conveyances, assignments, demises, mortgages, charges, documents and assurances as are necessary or advisable or as the Security Trustee may require for the purpose of giving the Security Trustee a valid first, fixed and specific mortgage or charge or floating charge or other security upon all property and assets of the Company whether owned or hereafter acquired by the Company (without prejudice to the generality of the foregoing including, but not limited to the Intellectual Property and the Securities) and for the better granting, conveying, assigning, transferring, demising or charging the same to the Security Trustee for the purpose herein set forth and for conferring upon the Security Trustee such power of sale and other powers over the said property and assets as are hereby expressed to be conferred.

3.3 Not Dispose of Business

Not sell, transfer, licence or otherwise dispose of the whole (or any part which the Security Trustee in its absolute discretion shall consider material to the business of the Company) of its business, undertaking, property or assets or, except in the ordinary course of its business, its stocks;

3.4 Not Lease

3.1.2 Not exercise in relation to the Property the statutory powers of leasing or agreeing to lease or accepting or agreeing to accept surrenders conferred by section 18 of the Conveyancing Act without the prior written consent of the Security Trustee; and;

3.1.2 Not without such consent either in the purported exercise of the said statutory powers or otherwise agree to grant or accept or agree to accept a surrender of any lease, licence or tenancy of the Property or any part thereof; and;

3.1.2 Not without such consent as aforesaid sell, convey, assign or transfer the Property or any interest therein or any part thereof and not part with possession or occupation of the Property or any part thereof without such consent;

4 DEALINGS WITH BANK ACCOUNTS

4.1 The Company hereby covenants with the Security Trustee that during the continuance of this security the Company shall

4.1.1 not withdraw any moneys from the Security Accounts and shall not assign discount pledge charge or otherwise dispose of or deal with or permit any third party rights to arise over the same or any part thereof or attempt or agree so to do in each case except as the Security Trustee may from time to time permit;

4.1.2 not release grant time or indulgence or compound with any third party or suffer to arise any set-off or other adverse rights against the Security Accounts nor do or omit to do anything which may delay or prejudice the right of the Security Trustee to receive payment of the Security Accounts;

4.1.3 forthwith inform the Security Trustee of any claim or notice relating to the Security Accounts received from any other person and of all other matters relevant thereto;

4.1.4 do all such things and execute all such assignments charges authorities and documents as the Security Trustee shall from time to time require for perfecting its title to or for vesting or enabling it to vest the full benefit of the Security Accounts in the Security Trustee or its nominee or to enable the Security Trustee to obtain payment of the Security

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Accounts, such documents to be prepared by or on behalf of the Security Trustee at the cost of the Company in such form as the Security Trustee may reasonably require.

5 COVENANTS BY THE COMPANY IN RESPECT OF SECURITIES

The Company hereby covenants with the Security Trustee that during the continuance of this security the Company will:

- 5.1.1 not (without the prior consent in writing of the Security Trustee);
- (a) permit any person other than the Company to be registered as holder of the Securities or any part thereof; or
 - (b) create or purport to create or permit to subsist any mortgage debenture charge lien or encumbrance (other than in favour of the Security Trustee) on or over the Securities or any part thereof or interest therein; or
 - (c) sell transfer or otherwise dispose of the Securities or any part thereof or interest therein or attempt or agree to do so;
- 5.1.2 not to cause or permit to be done anything which may in any way depreciate jeopardise or otherwise prejudice the value to the Security Trustee of the Securities hereby charged;
- 5.1.3 upon the occurrence of a Default permit the Security Trustee and its nominees at the discretion of the Security Trustee to exercise in the name of the Company or otherwise at any time whether before or after demand for payment and without any further consent or authority on the part of the Company in respect of the Securities any voting rights and all powers given to trustees by law in respect of securities or property subject to a trust and any powers or rights which may be exercisable by the person in whose name the securities are registered or by the bearer thereof and such powers shall be exercised subject to the following;
- (a) the Security Trustee hereby agrees with the Company that, until the Security Trustee shall have made demand for payment:
 - (i) the Company shall be entitled to all dividends paid in respect of the Securities; and
 - (ii) the Company may exercise all voting and other rights and powers attached to the Securities as the Company wishes; PROVIDED THAT after such demand the Security Trustee shall be entitled to such dividends and to such voting and other rights and powers as the Security Trustee wishes;
 - (b) if so required by the Security Trustee, transfer all or any of the Securities to such nominees wheresoever situate or agents as the Security Trustee may select and that the Security Trustee may hold all or any such Securities in any branch of the Security Trustee or with any correspondents or other agents whether in Ireland or overseas and that all the Securities shall be held at the expense risk and responsibility of the Company;
 - (c) not create or purport to create any subsequent mortgage charge assignment or other disposition affecting the Securities or any part thereof or interest therein;
 - (d) not permit any person other than the Company, the Security Trustee, the Security Trustee's nominee, any receiver appointed hereunder or any purchaser from the Security Trustee or any such receiver to be registered

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as holder of the Securities.

6. CONVERSION OF A FLOATING CHARGE

6.1 The Security Trustee may at any time from time to time by notice to the Company convert any floating charge hereby created if

6.1.2 to the extent that the mortgages, charges and assignments therein may, notwithstanding the intention of the parties as evidenced herein, be construed not to constitute effective mortgages fixed charges or assignments, into a fixed charge as regards such of the Property specified (whether generally or specifically) in that notice if the Security Trustee considers, in its absolute discretion, that it would be desirable to do so in order to protect, preserve or supplement the security hereby created over the Property or the priority of such security; or

6.1.2 an Event of Default has occurred and is continuing; or;

6.1.2 the Security Trustee (acting reasonably) considers any Property (whether or not those specified in the notice) to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy

6.2 If, without the prior consent in writing of the Security Trustee, the Company creates (or attempts or purports to create) any security over any of the Property not expressed to be subject to a fixed charge under this Debenture (other than as permitted under the terms of the Credit Agreement), or attempts to do so, or if any person levies or attempts to levy any distress, attachment, execution or other legal process against any of such Property, then the floating charge created by this Debenture over the Property shall automatically crystallise, without notice, and thereby convert into a fixed charge immediately prior to the occurrence of such an event

6.3 The floating charge created by this Debenture shall automatically crystallise, without notice, and thereby convert into a fixed charge over all of the Property not otherwise effectively subject to a fixed charge under this Debenture immediately prior to the occurrence of any of the following events:-

6.3.1 if the Company ceases to carry on business or ceases to be a going concern; or

6.3.2 if any Event of Default occurs; or

6.3.3 if a petition is presented to place the Company under the protection of the court or to have an examiner, or interim examiner, appointed to the Company or to a related company (within the meaning of the Companies (Amendment) Act 1990).

6.4 Upon the conversion, whether automatically or with notice, of the floating charge created by this Debenture the Company and the Security Trustee hereby agree that such conversion or crystallisation shall be irrevocable and the fixed charge thereby created over such Property shall not be capable of de-crystallising but shall have full force and effect in law and in equity as if this Debenture had initially subjected such Property to a fixed charge.

6.5 Nothing in this clause shall prejudice or affect any other event which may cause the floating charge created by this Debenture to crystallise over the Property.

7. ENFORCEMENT OF SECURITY, RECEIVERS

7.1 Appointment of Receiver

At any time after the moneys hereby secured become due the Security Trustee may from time to time appoint by writing under the hand of a duly authorised officer of the Security Trustee or under the common seal of the Security Trustee any person or

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persons to be a receiver and manager or receivers and managers (herein called a 'Receiver') (which expression shall where the context so admits include the plural and any substituted receiver and manager or receivers and managers) of the Company or of any part of the Property and may from time to time in writing under the hand of a duly authorised officer of the Security Trustee or under the common seal of the Security Trustee remove any Receiver so appointed and reappoint the same Receiver or appoint another in his stead.:

8. POWER OF ATTORNEY

The Company hereby irrevocably appoints the Security Trustee and any Receiver jointly and also severally the attorney and also the attorneys of it for it and in its name and on its behalf and as its act and deed to execute, seal or otherwise perfect any deed, assurance, agreement, instrument or act which it or he or they may deem proper for perfecting its title to or for vesting the Property in the Security Trustee or its nominees or in any purchaser and to make any alteration or addition to any documents

CAPQUEST INVESTMENTS LIMITED (the "**Company**"), Company Number: 05245825

In this form:

"Agent" means The Royal Bank of Scotland plc;

"Amendment Date" means the "Restatement Date" as defined in the Amendment Agreement

"Amendment Agreement" means the Amendment and Restatement Agreement dated 17 November 2008, which amended the provisions of the Credit Agreement;

"Ancillary Facilities" means the ancillary facilities to be made available to the Ancillary Borrower by the Ancillary Lenders and referred to in clause 2.1.2 (The Facilities) of the Credit Agreement;

"Ancillary Facility Documents" means the Rent Guarantee and the agreements comprising the Asset Finance Facility and which incorporate the terms of the Ancillary Facilities not contained in the Credit Agreement;

"Ancillary Lenders" means Barclays Mercantile Business Finance, Barclays Bank PLC and The Royal Bank of Scotland plc;

"Arranger" means The Royal Bank of Scotland plc;

"Asset Finance Facility" means any asset finance facility entered into between Barclays and Barclays Mercantile Business Finance Limited and any Obligor, in force from time to time;

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 5.2 (*Security assignments*);

"Borrowers" means the Principal Borrowers, and the Ancillary Borrower, each of them individually being a "**Borrower**". References to the "Borrowers" shall, where the context requires, include any of the "Borrowers";

"Cash Collections Accounts" means

- (a) until the Account Migration Date, the sterling account in the name of the Principal Borrowers designated the Barclays Collection Account (Sterling) and numbered 13329461 (sort code 20-72-17) and held with the Account Bank and thereafter such account and the account in the name of the Principal Borrowers designated the Collections Account and numbered 31294268 and held with The Royal Bank of Scotland plc, sort code 16-04-00 or such other account from time to time as the Agent may agree; and
- (b) until the Account Migration Date, the euro account in the name of the Principal Borrowers designated the Barclays Collection Account (Euro) and numbered 46144311 and held with the Account Bank and thereafter such account and the account in the name of the Principal Borrowers designated the Euro Collections Account CAPQUINV-EURC and held with The Royal Bank of Scotland plc or such other account from time to time as the Agent may agree;

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;

"Charging Companies" means the Initial Charging Companies and any other members of the Group which accede to the terms of the Guarantee and Debenture pursuant to the terms of a duly executed Deed of Accession;

"Charged Securities" means

- (a) the securities specified in Part 1 herein; and
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "*investments*" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 in force at the date of this Guarantee and Debenture) now or in future owned (legally or beneficially) by a Charging Company, held by a nominee on its behalf or in which such Charging Company has an interest at any time

"Charging Subsidiary" means the Parent, the Principal Borrowers and the Servicer and thereafter any other member of the Group which has executed the New Debenture or is obliged to execute or has executed a Supplemental Deed, in accordance with the terms of the Credit Agreement;

"Credit Agreement" means the credit agreement dated on or about 14 November 2006 as amended and restated from time to time including (without limitation) on or on about the date of this Composite Guarantee and Debenture between, inter alios, (1) CapQuest Group Limited (as "**Parent**"), (2) CapQuest Investments Limited and CapQuest Investments 2 Limited (as "**Principal Borrowers**"), (3) CapQuest Debt Recovery Limited (as "**Servicer**" and "**Ancillary Borrower**"), (4) McGregor Williams Limited (as

"**Guarantor**"), (5) The Royal Bank of Scotland plc (as "**Agent, Arranger and Security Trustee**"), (6) Barclays Mercantile Business Finance Limited, Barclays Bank PLC and The Royal Bank of Scotland plc (as "**Ancillary Lender**") and (7) The Royal Bank of Scotland plc and NAC Euroloan Advantage 1 (as "**Original Lenders**"), as the same may be amended, restated, supplemented and/or novated from time to time, pursuant to which the Lenders agreed to make available a revolving loan facility of up to £30,000,000 to the Principal Borrower and the Ancillary Lender agreed to make available certain ancillary facilities to the Ancillary Borrower, as the same may be amended, restated, supplemented and/or novated from time to time;

"**Deed of Accession**" means the deed of accession substantially in the form set out in Schedule 7 (*Form of Deed of Accession*) of the Guarantee and Debenture;

"**Fee Letter**" means any letter or letters dated on or about the date of the Credit Agreement between the Agent and/or the Security Trustee and Principal Borrower, or the Arranger and any Principal Borrower, or any Lender and any Principal Borrower setting out any of the fees referred to in clause 19 (*Commission and fees*) of the Credit Agreement;

"**Finance Documents**" means the Credit Agreement, the Amendment Agreement, the Novation Agreement, any Fee Letter, the Ancillary Facility Documents, the Intercreditor Deed, the Intercreditor Amendment Agreement, the Security Documents, any Supplemental Deed, the Rent Guarantee, the Security Trust Deed, the Security Trust Amendment Deed, the Security Trust Accession Deed, the Intercreditor Amendment Deed and the Substitution Deed and any Hedging Contracts entered into with a Lender and any other agreement, deed, notice, document or certificate entered into by any Obligor pursuant thereto or otherwise in connection therewith (and, for the avoidance of doubt, references to 'Finance Documents' shall be construed as references to such Finance Documents as may be amended, varied, restated or replaced from time to time);

"**Group**" means, at any time, the Parent and its Subsidiaries (as defined in the Credit Agreement) (and "member of the Group" shall be construed accordingly);

"**Guarantors**" means the Initial Charging Companies and any subsequent guarantor which has entered, or is obliged to enter, into a Supplemental Deed in accordance with the Credit Agreement;

"**Hedge Counterparty**" means any Lender or Related Person which has become a party to the Intercreditor Deed as a Hedge Counterparty in accordance with the terms of the Intercreditor Deed;

"**Hedging Contracts**" means any agreements entered into by (1) the Principal Borrowers and (2) a Lender or any other bank approved by the Agent (such approval not to be unreasonably withheld or delayed) (the "**Hedging Provider**") for the purpose of hedging the Principal Borrowers' interest rate or other liabilities in relation to all or any part of the Revolving Facility in accordance with the terms of the Hedging Strategy Letter (as defined in clause 14.2.11 of the Credit Agreement);

"**Initial Charging Companies**" means CapQuest Group Limited with CRN: 04936030, CapQuest Investments Limited with CRN: 5245825, CapQuest Investments 2 Limited with CRN: 5968063, CapQuest Debt Recovery Limited with CRN: 3772278 and McGregor Williams Limited with CRN: 5821008;

"**Intercreditor Amendment Deed**" means the intercreditor amendment deed dated with the Amendment Date which amended certain provisions of the Intercreditor Deed;

"**Intercreditor Deed**" means the intercreditor deed entered into between, amongst others, (1) The Royal Bank of Scotland plc (as Ancillary Lender, Arranger, Senior Agent, Senior Security Trustee and Hedge Counterparty), (2) Barclays Mercantile Business Finance Limited and Barclays Bank PLC (as Ancillary Lenders), (3) the Companies listed therein in part 1 of Schedule 5 (as Senior Lenders), (4) Kleinwort Benson (Channel Islands) Corporate Services Limited (as Junior Agent and Junior Security Trustee), (5) the Companies named in part 1 of Schedule 5 (Junior Lenders), (6) Capquest Asset Management Limited (as Tertiary Lender), (7) the persons named in Schedule 1 (as B Noteholders), (8) Capquest Group Limited (as Parent) (9) CapQuest Investments Limited and CapQuest Investments 2 limited (as Borrowers) and (9) the Companies named in Schedule 2 (as Original Obligors, Intra-Group Creditors and Intra-Group Debtors), dated 14 November 2006 (as the same may be amended, supplemented, restated or replaced from time to time including, without limitation, pursuant to the Intercreditor Amendment Agreement);

"Insurances" means all policies of insurance (and all cover notes) which are at any time held by or written in favour of a Charging Company, or in which a Charging Company from time to time has an interest;

"Intellectual Property" means all present and future legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Charging Company in, or relating to, registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names, database rights, domain names and any other rights of every kind deriving from or through the exploitation of any of the aforementioned rights of any Charging Company (including, without limitation, the intellectual property rights (if any) specified in Part 3 of Schedule 3 (*Details of Security Assets*) of the Guarantee and Debenture);

"Lender" means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust fund or other entity which has become a Party in accordance with clause 22 (*Changes to the Lenders*) of the Credit Agreement,

save, in any such case, where such person has ceased to be a Lender by reason of the transfer of the whole of its rights and obligations to a New Lender or Lenders;

"New Debenture" means:

- (a) the composite guarantee and debenture dated 14 November 2006 creating one or more Security Interests in favour of the Security Trustee by each of the Parent, the Servicer, the Ancillary Borrower and the principal Borrowers to secure the obligations of the Obligor under the finance Documents as acceded to and amended pursuant to a Supplemental Deed dated 11 September 2007; and
- (b) the composite guarantee and debenture dated with the date of the Amendment Agreement and creating one or more Security Interests in favour of the Security Trustee by each of the Obligor to secure the obligations of the Obligor under the Finance Documents;

"Novation Agreement" means a novation agreement dated on or about 14 November 2006 made between (1) CapQuest Investments Limited (as Borrower), (2) CapQuest Group Limited (as Parent), (3) CapQuest Debt Recovery Limited (as Servicer), (4) Barclays Bank PLC (as Existing Lender) and EC Investments sàrl (as New Lender);

"Obligor" means each Borrower, Charging Subsidiary and/or Guarantor from time to time, and **"Obligor"** means any one of them;

"Parent" means Capquest Group Limited;

"Permitted Disposal" means any disposal permitted under clause 14.3.2 of the Credit Agreement;

"Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) at the date of the Guarantee and debenture, or at any time thereafter, belonging to any Charging Company, or in which any Charging Company has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in Part 1 of Schedule 3 (*Details of Security Assets*) of the Guarantee and Debenture), together with:

- (a) all buildings and fixtures (including trade fixtures but excluding landlords' fixtures) and fixed plant and machinery at any time thereon;
- (b) all easements, rights and agreements in respect thereof;
- (c) all proceeds of sale of that property; and

• **"Receivables"** means all Portfolio Receivables and all other present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Charging Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

(a) the benefit of all rights, guarantees, Security Interests and remedies relating to any of the foregoing (including, without limitation, claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights)

(b) all proceeds of any of the foregoing;

"Receiver" means any receiver, receiver and manager or (where the law allows) administrative receiver appointed by the Security Trustee under the Guarantee and Debenture;

"Related Rights" means, in relation to any Charged Securities:

(a) all dividends, distributions and other income paid or payable on the relevant Charged Securities or any asset referred to in paragraph (b) below;

(b) all rights, monies or property accruing or offered at any time in relation to the Charged Securities whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

"Relevant Contract" means each of the agreements specified in Part 2 herein together each other agreement supplementing or amending or novating or replacing the same;

"Rent Guarantee" means the deed of guarantee entered into by The Royal Bank of Scotland plc as Ancillary Lender in favour of Stargas Nominees Limited (Company Number 1882366) in relation to a lease of the ground and first floors of the property located at Fleet 27, Ancells Business Park, Fleet, Hampshire, pursuant to which The Royal Bank of Scotland plc has agreed to guarantee the payment of rent and other charges by Capquest Debt Recovery Limited;

"Revolving Facility" means the revolving credit facility made available to the Principal Borrowers by the Lenders pursuant to clause 2.1 of the Credit Agreement;

"Security Beneficiaries" means, together, the Ancillary Lenders, the Hedge Counterparties, the Lenders, the Agent, the Arranger and the Security Trustee;

"Security Account" has the meaning given to that term in clause 11.9.2 of the Guarantee and Debenture and, for the avoidance of doubt, includes the Cash Collections Account;

"Security Documents" means the BMBF Debenture, the Irish Security Documents, the Northern Irish Security Documents, the New Debenture (each as defined in the Credit Agreement), and any document creating a Security Interest over any asset of any Obligor entered into pursuant thereto and any other encumbrance created in favour of or guarantee or other assurance granted to the Security Trustee for the benefit of the Security Beneficiaries as security for the obligation of the Obligors under the Finance Documents;

"Security Trust Deed" means the security trust deed in the agreed terms to be entered into between the Security Trustee, the Security Beneficiaries and the Obligors;

"Supplemental Deed" means a deed supplemental to the New Debenture in form and substance satisfactory to the Agent and executed by a Subsidiary of the Parent in favour of the Security Trustee, by virtue of which that Subsidiary becomes bound by the New Debenture in the capacity of a Charging Subsidiary;

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5245825
CHARGE NO. 22**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURES DATED 17 NOVEMBER 2008 AND CREATED BY
CAPQUEST INVESTMENTS LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM ANY MEMBER OF
THE GROUP TO THE BENEFICIARIES (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 2 DECEMBER
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 DECEMBER
2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

