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CHFP025

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bold block lettering

*insert full name
of Company

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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[23]

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 Northern 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 Security 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 Security 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 Security 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 the Security Beneficiaries charge 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 the Security Beneficiaries in relation to any member of the Group (including all monies
covenanted to be paid under the Guarantee and Debenture) ("**Secured Obligations**")

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):

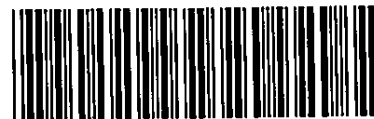
Contact: Zuber Mitchla
DLA Piper UK LLP
3 Noble Street
London
EC2V 7EE

67955.140912.21601176

Time critical reference

For official Use (02/06)
Mortgage Section

TUESDAY



LDYAA5BW

LD2

02/12/2008

72

COMPANIES HOUSE

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1. **FIXED SECURITY**

1.1 Fixed charges

Each of the Charging Companies:

- 1.1.1 grants and demises unto the Security Trustee all present and future right, title and interest of the Charging Company in such of the Property (including the Property (if any) specified in Part 1 of Schedule 3 (*Details of Security Assets*) to the Guarantee and Debenture) as consists of unregistered land to hold such as is freehold unto the Security Trustee for a term of 10,000 years from the date hereof and such as is leasehold unto the Lender for the residue of the term or respective terms of years for which the same are held less the last 3 days of such term or respective terms; and

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

DLA PIPER UK 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 charges by way of first fixed charge all present and future right, title and interest of the Charging Company in:

- (a) such of the Property (including the Property (if any) specified in Part 1 of Schedule 3 (*Details of Security Assets*) of the Guarantee and Debenture) as consists of registered land (or land subject to compulsory first registration pursuant to the Land Registration Act (Northern Ireland) 1970) and consents to the registration of the charges hereby created as a burden affecting such Property in the Land Registry of Northern Ireland;
- (b) all other Property and all interests in Property (not charged by clause 1.1.1 and 1.1.2(a)); and
- (b) all licences to enter upon or use land and the benefit of all other agreements relating to land;

1.1.3 charges by way of first fixed charge all plant and machinery (not charged under clause 1.1.1 or 1.1.2 and excluding leased assets) and the benefit of all contracts, licences and warranties relating to the same;

1.1.4 charges by way of first fixed charge:

- (a) all computers, vehicles, office equipment and other equipment (not charged by clause 1.1.3 and excluding leased assets); and
- (b) the benefit of all contracts, licences and warranties relating to the same;

1.1.5 charges by way of:

- (a) first fixed charge all the Charged Securities referred to in part 1 of schedule 2 herein or specified in any schedule to any Deed of Accession entered into pursuant to clause 30 on or after the date hereof;
- (b) first fixed charge all other Charged Securities (not charged by clause 1.1.5(a)),

in each case, together with (1) all Related Rights from time to time accruing to those Charged Securities and (2) all rights which such Charging Company may have at any time against any clearance or settlement system or any custodian

Name of company

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in respect of any Charged Investments;

1.1.6 charges by way first fixed charge:

- (a) the Security Accounts and all monies at any time standing to the credit of the Security Accounts;
- (b) all monies standing to the credit of any Charging Company from time to time on any and all accounts with any bank, financial institution or other person not otherwise charged by clause 1.1.6(a), and
- (c) any Diverted Funds from time to time

in each case, together with all interest from time to time accrued or accruing on such monies any investment made out of such monies or account and all rights to repayment of any of the foregoing;

1.1.7 charges by way of first fixed charge:

- (a) the Intellectual Property (if any) specified in Part 3 of Schedule 3 (*Details of Security Assets*) of the Guarantee and Debenture or specified in any schedule to any Deed of Accession entered into pursuant to clause 30 on or after the date hereof; and
- (b) all other Intellectual Property (if any) (not charged by clause 1.1.7(a));

1.1.8 to the extent that any of the Assigned Assets are not effectively assigned under clause 1.2 (*Security assignments*), charges by way of first fixed charge those Assigned Assets;

1.1.9 charges by way of first fixed charge (to the extent not otherwise charged or assigned in this Deed):

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

1.1.10 charges by way of first fixed charge all of the goodwill and uncalled capital of such Charging Company.

1.2 SECURITY ASSIGNMENTS

Each of the Charging Companies assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption in accordance with clause 32 of the Guarantee and Debenture) all its present and future right, title and interest in and to:

- 1.2.1 the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising therefrom;
- 1.2.2 the Insurances, all claims under the Insurances and all proceeds of the Insurances (excluding proceeds payable to third parties); and
- 1.2.3 all other Receivables (not otherwise assigned under clause 1.2.1 or 1.2.2.

To the extent that any Assigned Asset described in clause 1.2.2 is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of such Charging Companies to any proceeds of the Insurances.

2. FLOATING CHARGE

Name of company

*insert full name
of Company

* CAPQUEST INVESTMENTS LIMITED (the "Company")

Each of the Charging Companies charges and agrees to charge by way of first floating charge all of its present and future:

- 2.1.1 assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to the provisions of clause 1.1 (*Fixed Charge*), clause 1.2 (*Security assignments*) or any other provisions of the Guarantee and Debenture;
- 2.1.2 (whether or not effectively so charged) immovable property and all other property and assets in Scotland.

3. CONVERSION OF FLOATING CHARGE

3.1 Conversion by notice

The Security Trustee may, by written notice to a Charging Company, convert the floating charge created under this Deed into a fixed charge as regards all or any of the assets of such Charging Company specified in the notice if::

- 3.1.1 an Event of Default has occurred and is continuing; or
- 3.1.2 the Security Trustee (acting reasonably) considers any Security Assets (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.

This clause 3.1 will not apply to any Security Assets situated in Scotland

4. ACCOUNTS

No monies at any time standing to the credit of any account (of any type and however designated) of any Charging Company with the Security Trustee and/or the Security Beneficiaries (or any of them) or in which any Charging Company has an interest (and no rights and benefits relating thereto) shall be capable of being assigned to any third party.

5. UNDERTAKINGS BY THE CHARGING COMPANIES

5.1 Restrictions on dealing

Unless expressly permitted to do so under the Credit Agreement of the Guarantee and Debenture, no Charging Company will do or agree to do any of the following without written consent of the Security Trustee charges and agrees to charge by way of first floating charge all of its present and future:

- 5.1.1 create or permit to subsist any Security Interest on any of the Security Assets other than to the extent permitted by the Credit Agreement; or
- 5.1.2 sell, transfer, lease, lend or otherwise dispose of, whether by a single transaction or a number of transactions and whether related or not, the whole or any part of its interest in any Security Asset (except for a Permitted Disposal).

5.2 Security Assets generally

Each Charging Company will:

- 5.2.1 not, except with the prior written consent of the Security Trustee, enter into any onerous or restrictive obligation affecting any of the Security Assets;
- 5.2.2 unless the Security Trustee otherwise confirms in writing and without prejudice to clause 11.6.1 of the Credit Agreement, deposit with the Security Trustee all deeds and documents create or permit to subsist any Security Interest on any of the Security Assets other than to the extent permitted by the Credit Agreement; or
- 5.2.3 not do, cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the

Name of company

*insert full name
of Company

* CAPQUEST INVESTMENTS LIMITED (the "Company")

value or marketability of any of the Security Assets (or make any omission which has such an effect)

5.3 Property matters

5.3.1 No Charging Company will, except with the prior written consent of the Security Trustee or as expressly permitted under the Credit Agreement, confer on any person:

- (a) any lease or tenancy of any Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power);
- (b) any right or licence to occupy any land or buildings forming part of the Property; or
- (c) any licence to assign or sub-let any part of the Property.

5.3.1 No Charging Company will carry out any development with the meaning of the Plannings Acts in or upon any part of the Property without first obtaining such consent permissions as may be required under or by virtue of the Planning Acts and , in the case of development involving substantial change in the structure of, or a change of use of, any part of the Property, without first obtaining the written consent of the Security trustee.

5.3.2 No Charging Company will do, or permit to be done, anything as a result of which any lease may be liable to forfeiture or otherwise be determined.

5.4 Relevant Contracts

5.4.1 Save as permitted by any Finance Document, no Charging Company will, except with the prior writtent consent of the Security Trustee, amend in any material respect or in a manner which may adverse to the interests of the Security Beneficiaries or waive any term of any Relevant Contract, terminate any Relevant Contract or release any other party from its obligations under any Relevant contract.

5.5 Receivable and Security Accounts

5.5.1 Save as permitted under clause 8 (*Repayment, Prepayment and Cancellations*) of the Credit Agreement, the Charging Companies will not, without prefudice to clause 11.1 (*Restriction on dealing*) of the Guarantee and Debenture but in addition to the restrictions in that clause, sell, assign, charge, factor or disciunt or in any other manner deal with any of the Receivable without the written consent of the Security Trustee.

5.5.1 Save as permitted under clause 8 (*Repayment, Prepayment and Cancellation*) of the Credit Agreement, the Charging Companies will not attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in the Security Accounts without the prior 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 Charging Companies with the Security Trustee into which proceeds of Receivables are paid or transferred, the Security Trustee shall be entitled in its absolute discretion to refuse to permit such credit balance to be utilised or withdrawn by the Charging Companies (whether in whole or in part) for so long as any of the Secured Obligations are outstanding.

6. FURTHER ASSURANCES

6.1 Further action

Each Charging Company shall, at its own expense, promptly take whatever action the Security Trustee or a Receiver may reasonably require for:

- 6.1.1 creating, perfecting or protecting the Security Interests intended to be created by this Deed; and

Name of company

*insert full name
of Company

* CAPQUEST INVESTMENTS LIMITED (the "Company")

6.1.2 facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by the Security Trustee or any Receiver or any of its or their delegates or sub-delegates in respect of any Security Asset,

including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Security Trustee or to its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case, the Security Trustee may reasonably think expedient

6.2 Specific security

Without prejudice to the generality of clause 6.1 (*Further action*), each Charging Company will forthwith at the request of the Security Trustee execute a legal mortgage, charge, assignment (and in the case of the Receivables, give notice of such assignment to the persons liable to discharge those Receivables (whether as principal debtor or surety)), assignation or other security over all or any of the Security Assets which are subject to or intended to be subject to any fixed security created by this Deed in favour of the Security Trustee (including for the avoidance of doubt, any arising or intended to arise pursuant to clause 7 (*Conversion of Floating Charge*) of the Guarantee and Debenture) in such form as the Security Trustee may reasonably require.

6.3 Cost and terms

Any security document required to be executed by the Charging Companies pursuant to this clause 4 (*Further assurances*) or clause 11.3.5 of the Guarantee and Debenture will be prepared at the cost of the Charging Companies and will contain terms and conditions which are no more onerous than those contained in this Deed.

7. APPOINTMENT OF RECEIVERS

The Guarantee and Debenture gives the Security Trustee the power to appoint a Receiver.

8. POWER OF ATTORNEY

Each Charging Company, by way of security, irrevocably and severally appoints the Security Trustee, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which such Charging Company is obliged to take under the Guarantee and Debenture, including under clause 4 (*Further Assurance*) and which such Charging Company has been

Schedule 1

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**"),

"**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 I (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. 23**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURE 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 SECURITY 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



