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

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

82

5394180

Name of company

* Volvox Group Limited

Date of creation of the charge

21 February 2008

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

An amendment deed dated 21 February 2008 ("**Amendment Deed**") between (1) Volvox Leeds Limited (2) the companies named in the Amendment Deed as Initial Charging Companies and (3) National Westminster Bank PLC ("**Lender**") relating to a Composite Guarantee and Debenture dated 18 April 2005 which was registered at Companies House on 25 April 2005 ("**Composite Guarantee and Debenture**")

Amount secured by the mortgage or charge

T
LO
All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of any Group Company to the Lender under or pursuant to any Finance Document to which any Group Company is a party (including all monies covenanted to be paid under this Deed), provided that no obligation or liability shall be included in the definition of "**Secured Obligations**" to the extent that, if it were so included, the Composite Guarantee and Debenture (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 ("**Secured Obligations**")

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

National Westminster Bank PLC, 135 Bishopsgate, London

Postcode EC2M 3UR

Presenter's name address and
reference (if any)

DLA Piper UK LLP
Princes Exchange
Princes Square
LEEDS
LS1 4BY

JXMC/71052/120034/18090032 1

Time critical reference
JXMC

For official Use (02/06)
Mortgage Section

Post room

FRIDAY



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07/03/2008

93

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

The Amendment Deed amends the Composite Guarantee and Debenture pursuant to which

1 the Company charges and agrees to charge all the present and future right, title and interest of the Company in and to the following assets which are at any time owned by the Company, or in which the Company from time to time has an interest

1 1 by way of first legal mortgage

(a) the Property (if any) specified in part 1 of schedule 3 (*Details of Security Assets*) being Leasehold land on the West side of Broadway Hyde, registered at the Land Registry with title absolute under title number GM12514 of the Composite Guarantee and Debenture, and

(b) all other Property (if any) at 18 April 2005 vested in, or charged to the Company (not charged by clause 5 1 1 (a) of the Composite Guarantee and Debenture) (described at paragraph 1 1(a) above),

1 2 by way of first fixed charge

(a) all other Property and all interests in Property (not charged by clause 5 1 1 of the Composite Guarantee and Debenture) (described at paragraph 1 1 above), and

cont'd

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

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95

Particulars as to commission allowance or discount (note 3)

Nil

Signed

DLA Piper UK LLP

Date

6 March 2008

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

Name of company

*insert full name
of Company

* Volvox Group Limited

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)

(b) all licences to enter upon or use land and the benefit of all other agreements relating to land,

1 3 by way of first fixed charge all plant and machinery (not charged under clause 5 1 1 or 5 1 2 of the Composite Guarantee and Debenture) (described at paragraphs 1 1 and 1 2 above) and the benefit of all contracts, licences and warranties relating to the same,

1 4 by way of first fixed charge

(a) all computers, vehicles, office equipment and other equipment (not charged by clause 5 1 3 of the Composite Guarantee and Debenture) (described at paragraph 1 3 above), and

(b) the benefit of all contracts, licences and warranties relating to the same,

1 5 by way of

(a) first fixed charge all the Charged Securities (if any) referred to in part 2 of schedule 3 (*Details of Security Assets*) of the Composite Guarantee and Debenture,

(b) first fixed charge all other Charged Securities (not charged by clause 5 1 5(a) of the Composite Guarantee and Debenture) (described at paragraph 1 5(a) above),

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

1 6 by way of first fixed charge

(a) the Security Accounts and all monies at any time standing to the credit of the Security Accounts, and

(b) all monies standing to the credit of the Company from time to time on any and all accounts with any bank, financial institution or other person not otherwise charged by clause 5 1 6(a) of the Composite Guarantee and Debenture (described at paragraph 1 1 6

Name of company

*insert full name
of Company

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(a) above),

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 7 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 Composite Guarantee and Debenture, and

(b) all other Intellectual Property (if any) (not charged by clause 5 1 7(a) of the Composite Guarantee and Debenture (described at paragraph 1 7(a) above,

1 8 to the extent that any of the Assigned Assets are not effectively assigned under clause 5 2 (*Security assignments*) of the Composite Guarantee and Debenture by way of first fixed charge those Assigned Assets,

1 9 by way of first fixed charge (to the extent not otherwise charged or assigned in the Composite Guarantee and 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, and

1 10 by way of first fixed charge all of the goodwill and uncalled capital of the Company

2. Security assignments

Pursuant to the Composite Guarantee and Debenture, the Company assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to

2 1 the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising therefrom,

2 2 the Insurances, all claims under the Insurances and all proceeds of the Insurances, and

2 3 the Security Accounts and all monies at any time standing to the credit of the Security Accounts, 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, and

2 4 all other Receivables (not otherwise assigned under clause 5 2 1 or 5 2 2 or 5 2 3 of the Composite Guarantee and Debenture (described at paragraphs 2 1, 2 2 and 2 3 above)

To the extent that any Assigned Asset described in clause 5 2 2 of the Composite Guarantee and Debenture (described at paragraph 2 2 above) 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 the Company to any proceeds of the Insurances

3 Pursuant to the Composite Guarantee and Debenture, the Company charges and agrees to charge by way of first floating charge all of its present and future

3 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 5 1 (*Fixed charges*) of the Composite Guarantee and Debenture, clause 5 2 (*Security assignments*) of the Composite Guarantee and Debenture (described at paragraphs 2 1 and 2 2 above) or any other provision of the Composite Guarantee and Debenture (including, for the avoidance of doubt, any leasehold Property, insofar as it is capable of being charged by way of first fixed mortgage or charge or assigned), and

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* insert full name
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3 2 (whether or not effectively so charged) heritable property and all other property and assets in Scotland

4. Restrictions on dealing

Unless expressly permitted to do so under the Credit Agreement, the Company will not do or agree to do any of the following without the prior written consent of the Lender

4 1 create or permit to subsist any Security Interest on any of the Security Assets (except a lien arising solely by operation of law in the ordinary course of trading which does not secure Financial Indebtedness other than to the extent permitted by the Credit Agreement, or

4 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

5. Security Assets generally

Pursuant to the Composite Guarantee and Debenture, the Company will not

5 1 except with the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed), enter into any onerous or restrictive obligation affecting any of the Security Assets,

5 2 do, cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Security Assets or make any omission which has such an effect

6. Property Matters

6 1 Pursuant to the Composite Guarantee and Debenture, the Company will not, except with the prior written consent of the Lender or as expressly permitted under the Credit Agreement, confer on any person

(a) any lease or tenancy of any of the 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

6 2 Pursuant to the Composite Guarantee and Debenture, the Company will not carry out any development within the meaning of the Planning Acts in or upon any part of the Property without first obtaining such permissions as may be required under or by virtue of the Planning Acts and, in the case of development involving a 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 Lender

6 3 Pursuant to the Composite Guarantee and Debenture, the Company will not do, or permit to be done, anything as a result of which any lease may be liable to forfeiture or otherwise be determined

7. Dealings with and realisation of Receivables and Security Accounts

7 1 Pursuant to the Composite Guarantee and Debenture, the Company will without prejudice to clause 11 1 (*Restrictions on dealings*) (described at Note 1 1 above) of the Composite Guarantee and Debenture (but in addition to the restrictions in that clause), not, without the prior written consent of the Lender, sell, assign, charge, factor or discount or in any other manner deal with any of the Receivables

7 2 Pursuant to the Composite Guarantee and Debenture, the Company will not withdraw, attempt or 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 Lender and the Lender shall be entitled in its absolute discretion to refuse to permit any such withdrawal or transfer

Name of company

*insert full name
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* Volvox Group Limited

8. Relevant Contracts

8.1 Pursuant to the Composite Guarantee and Debenture, the Company will not, except with the prior written consent of the Lender, amend or waive any term of any Relevant Contract, terminate any Relevant Contract or release any other party from its obligations under any Relevant Contract

Note 2.

The Composite Guarantee and Debenture contains a power of attorney in favour of the Lender, each Receiver and any of their delegates or sub-delegates

Note 3:

The Composite Guarantee and Debenture contains the power to appoint a Receiver

Definitions

The terms used in this Companies House form 395 have the meanings set out below

"**Act**" means the Companies Act 1985 as amended by the relevant sections of the Companies Act 2006 now in force,

"**Ancillary Commitment**" means the lower of

(i) the aggregate amount made available by the Lender for utilisation pursuant to an Ancillary Facility other than the Temporary Bond Facility from time to time, and

(ii) at all times

(a) from the date of the Credit Agreement to 30 April 2005, £1,750,000,

(b) from 1 May 2005 to 30 September 2005, £1,000,000,

(c) from 1 October 2005 to 30 October 2005, £750,000,

(d) thereafter from 1 November in each calendar year to 30 April in the following calendar year, £1,750,000,

(e) from 1 May in each calendar year to 30 October in the same calendar year £750,000,

plus in each case £500,000 which may only be utilised by way of letter of credit in accordance with an Ancillary Facility ("**Ancillary L/C Commitment**") (and if no such facility is available at any time no part of such £500,000 shall be capable of utilisation),

in each case to the extent not cancelled or reduced under the Credit Agreement,

"**Ancillary Document**" means each document relating to or evidencing the terms of an Ancillary Facility,

"**Ancillary Facility**" means any ancillary facility made available by the Lender in accordance with clause 6 (*Ancillary Facilities*) of the Credit Agreement and, to the extent it continues to be available at any time, the Temporary Bond Facility,

"**Articles**" means the articles of association of the Parent, in the agreed terms, as the same may be amended in compliance with the terms of clause 21.16 of the Credit Agreement,

"**Assigned Assets**" means the Security Assets expressed to be assigned pursuant to clause 5.2 (*Security Assignments*) of the Composite Guarantee and Debenture (clause 2 above),

Name of company

*insert full name
of Company

* Volvox Group Limited

"Borrower" means Volvox Leeds Limited, a company incorporated and registered under the laws of England and Wales with number 05395053 with its registered office at Gelderd Road, Leeds LS12 6NB,

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

"Charged Securities" means

- (i) the securities specified in part 2 of schedule 3 (*Details of Security Assets*) of the Composite Guarantee and Debenture, and
- (ii) 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 the Composite Guarantee and Debenture) now or in future owned (legally or beneficially) by the Company or in which the Company has an interest at any time,

"Credit Agreement" means the credit agreement dated 18 April 2005 between (1) the Parent, (2) the Principal Borrower, (3) the Arranger and (4) the Lender as amended by an amendment agreement dated 20 December 2006 and the date hereof between (1) the Parent, (2) the Principal Borrower, (3) the Initial Charging Companies (4) the Arranger and (5) the Lender and as further amended on or around the date hereof by an amendment agreement between (1) the Parent, (2) the Principal Borrower, (3) the Arranger and (4) the Lender,

"Deed of Accession" means the deed of accession substantially in the form set out in schedule 8 (*Form of Deed of Accession*) to the Composite Guarantee and Debenture,

"Finance Document" means the Credit Agreement, each Ancillary Document, the Security Documents, all documentation entered into in respect of the Hedging Arrangements, the Intercreditor Deed and any other document designated as such by the Lender and the Principal Borrower,

"Financial Indebtedness" means any indebtedness for or in respect of

- (i) monies borrowed,
- (ii) any amount raised by acceptance under any acceptance credit facility,
- (iii) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument,
- (iv) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease,
- (v) receivables sold or discounted (other than any receivables to the extent that they are sold on a non-recourse basis),
- (vi) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing,
- (vii) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account),
- (viii) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution, and
- (ix) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (i) to (viii) of this definition,

"Group" means the Parent and its Subsidiaries from time to time (each a **"Group Company"** and each a **"member of the**

Name of company

*insert full name
of Company

* Volvox Group Limited

Group"),

"Group Companies" means Volvox Group Limited (registered number 05394180) with its registered office at Gelderd Road, Leeds LS12 6NB and each of its Subsidiaries from time to time,

"Guarantee and Debenture" means the composite guarantee and debenture dated 18 April 2005 between, inter alia, (1) the Initial Charging Companies and Grove Products (Caravan Accessories) Limited and (2) the Lender,

"Hedging Arrangements" means arrangements fixing the interest rate payable by the Principal Borrower in respect of at least 70% of the aggregate maximum amount of the Term Commitment and the Revolving Commitment less the Ancillary Commitment, for at least 3 years from the date of first utilisation under the Credit Agreement, or such other interest or currency exchange rate hedging arrangements as the Principal Borrower and the Lender agree from time to time,

"Individual Investors" means the persons listed in part 1 of schedule 5 of the Credit Agreement and being John Maddison Hall, Anthony Frederick Welham, Keith Pacey, William Anthony Price, Peter Harding, Jerzy Francis Skalski, Ian Pollitt, Rose Hellawell, Richard Murray and Carol Davis,

"Initial Charging Companies" means

- (i) Volvox Group Limited (company number 05394180),
- (ii) Volvox Leeds Limited (company number 05395053),
- (iii) Arthur 1 Limited (company number 05393377),
- (iv) Arthur 2 Limited (company number 05393378),
- (v) Ever 2535 Limited (company number 05305131),
- (vi) Arctic Products Limited (company number 01582704),
- (vii) Grove Products (Caravan Accessories) Limited (company number 01148888), and
- (viii) Lighten Point Corporation Europe Limited (company number 01457632),

"Institutional Investors" means the persons listed in part 2 of schedule 5 of the credit agreement and being Lloyds TSB Development Capital Limited,

"Insurances" means all policies of insurance (and all cover notes) which are at any time held by or written in favour of the Company, or in which the 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 the 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 the Company (including, without limitation, the intellectual property rights (if any) specified in part 3 of schedule 3 (*Details of Security Assets*) of the Composite Guarantee and Debenture),

"Intercreditor Deed" means the deed, in the agreed terms, dated 18 April 2005 and entered into by, inter alia, the Parent, the Principal Borrower, the Investors and the Lender, regulating the subordination of payments, rights and obligations and, where applicable, the enforcement of security by the parties thereto,

"Investors" means the Original Investors and any Permitted Transferee of any Original Investor (but not further or otherwise),

Name of company

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* Volvox Group Limited

where such Permitted Transferee has become a party to the Intercreditor Deed,

"Original Investors" means the Individual Investors and the Institutional Investors (each an **"Original Investor"**),

"Parent" means Volvox Group Limited (registered number 05394180),

"Permitted Transferees" means

- (i) the persons to whom transfers are permitted in accordance with Article 12 2(b)(iv)(A) or Article 12 2(b)(vii) of the Articles,
- (ii) in respect of any A Shares (as defined in the Articles) held by a Co-Investment Scheme (as defined in the Articles) at the date of the Credit Agreement, any person to whom transfers are permitted in accordance with Article 12 2(b)(v) or Article 12 2(b)(vi) of the Articles, and
- (iii) any person in respect of which Lloyds TSB Development Capital Limited has, and continues to have, an active fund management role in respect of the Group,

"Planning Acts" means (1) the Town and Country Planning Act 1990, (2) the Planning (Listed Buildings and Conservation Areas) Act 1990, (3) the Planning (Hazardous Substances) Act 1990, (4) the Planning (Consequential Provisions) Act 1990, (5) the Planning and Compensation Act 1991, (6) any regulations made pursuant to any of the foregoing and (7) any other legislation of a similar nature,

"Principal Borrower" means Volvox Leeds Limited (registered number 05395053),

"Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) at the date of the Composite Guarantee and Debenture being 18 April 2005, or at any time thereafter, belonging to the Company, or in which the 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*) to the Composite Guarantee and Debenture, together with

- (i) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon,
- (ii) all easements, rights and agreements in respect thereof,
- (iii) all proceeds of sale of that property, and
- (iv) the benefit of all covenants given in respect thereof,

and, for the avoidance of doubt, excluding any interest (which is not a freehold or leasehold interest) which the Chargor may have in the following properties

- (i) Nina Works, Gelderd Road, Leeds,
- (ii) Unit 5 Trafalgar Business Park, Baird Road, Corby, and
- (iii) Benyon House, Leeds,

"Receivables" means all 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, the Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with

- (i) the benefit of all rights, guarantees, Security Interests and remedies relating to any of the foregoing (including without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and

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(ii) all proceeds of any of the foregoing,

"Receiver" means any receiver, receiver and manager or administrative receiver appointed by the Lender under the Composite Guarantee and Debenture,

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

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

(ii) 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 4 of schedule 3 (*Details of Security Assets*) of the Composite Guarantee and Debenture together with each other agreement supplementing or amending or novating or replacing the same,

"Revolving Commitment" means

(i) at all times from the date of the Credit Agreement to 30 April 2005, £5,750,000,

(ii) from 1 May 2005 to 30 September 2005, £5,000,000,

(iii) at all times from 1 October 2005 to 30 October 2005, £4,750,000,

(iv) thereafter, at all times from 1 November in each calendar year to 30 April in the following calendar year, £5,750,000, and

(v) at all times from 1 May in each calendar year to 30 October in the same calendar year, £4,750,000,

plus in each case £500,000 which may only be utilised by way of letter of credit in accordance with an Ancillary Facility (and if no such facility is available at any time, no part of such £500,000 shall be capable of utilisation),

in each case to the extent not cancelled or reduced under the Credit Agreement,

"Security Account" has the meaning given to that term in clause 11.6.1(b) of the Composite Guarantee and Debenture,

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Composite Guarantee and Debenture,

"Security Documents" means the documents which are from time to time entered into by any Group Company in favour of the Lender as security for, or as a guarantee of, any and all monies and liabilities due, owing or incurred by any Group Company to the Lender,

"Security Interest" means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, encumbrance, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security,

"Subsidiary" means

(i) a subsidiary as defined in section 736 of the Act, and

(ii) a subsidiary undertaking as defined in section 258 and schedule 10A of the Act,

"Temporary Bond Facility" means the facility pursuant to which the Lender makes available the temporary bonds as at the date of the Credit Agreement,

Company number

5394180

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of Company

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"Temporary Bonds" means those listed in schedule 7 (Temporary Bonds) of the Credit Agreement,

"Term Commitment" means £4,750,000 to the extent not cancelled or reduced under the Credit Agreement

Note 4:

No new charges are created by the Amendment Deed. The amendments made to the Composite Guarantee and Debenture relate to the continuing nature of the guarantee contained in the Composite Guarantee and Debenture



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 5394180
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN AMENDMENT DEED DATED 21
FEBRUARY 2008 AND CREATED BY VOLVOX GROUP LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
ANY GROUP COMPANY TO NATIONAL WESTMINSTER BANK
PLC ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF
THE AFOREMENTIONED INSTRUMENT CREATING OR
EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO
CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 7
MARCH 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 MARCH 2008

PO
JEL



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES