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## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

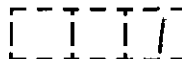
A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



5675723

Name of company

\* BV3 Limited (registered in England and Wales) (the **Chargor**)

Date of creation of the charge

7 March 2006

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

Deed of Charge over Shares dated 7 March 2006 made between the Chorgor and Nationwide Building Society as Agent for the Finance Parties (the **Agent**) (the **Deed**)

Amount secured by the mortgage or charge

All and any moneys, obligations and liabilities now or in the future due, owing or incurred by each Obligor to the Finance Parties in whatever currency denominated, whether actually or contingently and whether alone or jointly with any other person and whether as principal or surety under the Finance Documents, including all interest, commissions, fees and all legal and other costs, charges and expenses which any Finance Party may charge any Obligor or incur under any Finance Document (the **Secured Liabilities**)

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

Nationwide Building Society as agent for the Finance Parties whose address is Agency Team Syndicated Lending - Commercial Division, Kings Park Road, Moulton Park, Northampton

Postcode NN3 6NW

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

Addleshaw Goddard  
Alder Castle  
10 Noble Street  
London  
EC2V 7JW

Ref: PEGRV/313794-49

Time critical reference

For official Use (02/00)

Mortgage Section

Post room



LD2  
COMPANIES HOUSE

239  
23/03/2006

See Annex 1

Please do not  
write in  
this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed Addishaw Goddard

Date 23 March 2006

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)*

## Notes

† delete as  
appropriate

- 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

**ANNEX 1 to Form 395**

**SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED**

**1 CHARGE**

As a continuing security for the payment of all Secured Liabilities, the Chargor as legal and beneficial owner charges by way of first fixed equitable charge to the Agent with full title guarantee all of its present and future rights, title and interest in and to the Scheduled Securities.

**2 FURTHER ASSURANCE**

The Chargor shall promptly do and execute any and all further acts, deeds, documents and things as may from time to time be specified by the Agent to be necessary or advisable to perfect the Deed and protect the interests of the Finance Parties thereunder.

**3 Negative pledge**

The Chargor shall not:

- (a) create or permit to subsist any Security over any of its (or any part of its) rights, title and interest in and to the Scheduled Securities other than pursuant to (i) the Deed and (ii) the Mezzanine Security Documents and subject to the terms of the Inter-creditor Deed;
- (b) enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of its (or any part of its) rights, title and interest in and to the Scheduled Securities; or
- (c) take or omit to take any action the taking or omission of which would or might reasonably be expected to impair the interest of the Finance Parties in the Scheduled Securities.

**4 CONTINUING SECURITY**

The security created by the Deed shall be a continuing security notwithstanding any settlement of account or other matter whatsoever and is in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee, lien, pledge, bill, note, mortgage or other security now or hereafter held by or available to the Agent or any Finance Party and shall not be in any way prejudiced or affected thereby or by the invalidity thereof or by the Agent or any Finance Party now or hereafter dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing any of the same or any rights which it may now or hereafter have or giving time for payment or indulgence or compounding with any other person liable.

**Definitions**

In this Form 395:

**Borrowers** means BV1 Limited (registered in England and Wales under number 5675800) and BV2 Limited (registered in England and Wales under number 5675796) (each a **Borrower**)

**Facility Agreement** means the facility agreement dated on or about the date of the Deed between the Borrowers (1) Nationwide Building Society as arranger (the **Arranger**) (2) Nationwide Building Society as original lender (3) and Nationwide Building Society as agent (4), together with any subsequent amendments thereto or novations or replacements thereof

**Finance Documents** has the meaning given to that term in the Facility Agreement and includes the Facility Agreement and the Deed

**Finance Party** means the Arranger, the Agent (including, without limitation, the Agent in its capacity as trustee as detailed in clause 221(a) (Appointment of Agent) of the Facility Agreement and a Lender

**Intercreditor Deed** means the intercreditor deed entered into or to be entered into between, amongst others, the Agent, the Lenders, the Mezzanine Agent, the Mezzanine Lender, the Obligors and the Shareholders

**Lender** means:

- (a) any Original Lender; and
- (b) any bank or financial institution which has become a Party in accordance with clause 31 (Changes to the Lenders) of the Facility Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement

**Mezzanine Agent** means GMAC Commercial Mortgage Bank Europe, p.l.c. or any replacement agent under the Mezzanine Credit Agreement appointed in accordance with the Mezzanine Credit Agreement

**Mezzanine Credit Agreement** means the credit agreement dated on or about the date of the Facility Agreement for a loan facility of up to £6,200,000 entered into or to be entered into between, amongst others, the Borrowers, the Mezzanine Lender and the Mezzanine Agent

**Mezzanine Lender** means a Lender as defined in the Mezzanine Credit Agreement

**Mezzanine Security Documents** means the Security Documents as defined in the Mezzanine Credit Agreement

**Obligor** means the Borrowers and the Trustees and each being an **Obligor**

**Original Lender** means the financial institution listed in schedule 1 to the Facility Agreement as lender

**Scheduled Securities** means the rights, title and interest present and future of the Chargor in and to:

- (a) the shares, stocks and securities listed in the Schedule to this Annexure;
- (b) any other shares, stocks and securities issued to the Chargor to be substituted from time to time for those shares, stocks and securities listed in the Schedule to this Annexure;
- (c) all interest, dividends (cash or otherwise), bonus issues, distributions, allotments, offers by way of rights, benefits, proceeds and entitlements arising from or attaching to any of the securities referred to in (a) and (b) above;

**Security** means a mortgage, standard security, charge (fixed or floating), assignation, pledge, lien, hypothec, diligence or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

**Shareholders** means the Chargor and Rock Capital Group plc and each being a **Shareholder**

**Trustees** means Kleinwort Benson (Jersey) Trustees Limited (registered in Jersey under number 7366) and Kleinwort Benson (Channel Islands) Corporate Services Limited (registered in Jersey under number 32203) and each being a **Trustee**

### **The Schedule**

#### **The Shares Stocks and Securities comprising the Schedule Securities**

All of the issued share capital in BV 1 Limited (registered in England and Wales under number 5675800) which may from time to time be legally and/or beneficially owned by the Chargor and being at the date of the Deed 1 ordinary share of £1.00.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05675723

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF CHARGE OVER SHARES DATED THE 7th MARCH 2006 AND CREATED BY BV 3 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO THE FINANCE PARTIES 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 23rd MARCH 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th MARCH 2006.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES