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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

05948885

Name of company

* Everest Secondary Limited

Date of creation of the charge

14th November 2006

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

Debenture

Amount secured by the mortgage or charge

Please see attached Rider A

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

The Governor and Company of the Bank of Scotland as security trustee for
the Security Beneficiaries (as defined in the attached Rider A)
The Mound, Edinburgh

Postcode EH1 1YZ

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

Dickson Minto W.S.
16 Charlotte Square
Edinburgh
EH2 4DF

EverestSecondary

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room



A32
COMPANIES HOUSE

AGTFDKSN

434
24/11/2006

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

Short particulars of all the property mortgaged or charged

Please see attached Rider B

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)

N/A

Signed

Dickson Munt

Date

23/11/06

On behalf of ~~XXXXXXXX~~ [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

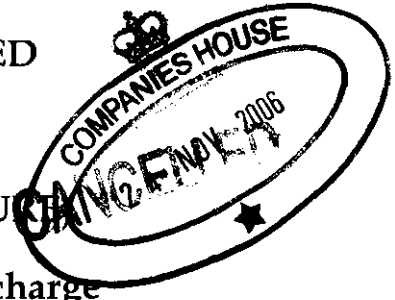
- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was 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

EVEREST SECONDARY LIMITED

(Registered Number 05948885)

RIDER A - FORM 395 - (DEBENTURE)

Amount secured by the mortgage or charge



All or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Security Trustee and Security Beneficiaries (or any of them) by the Company, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner), including any money and liabilities of the Company to a third party which have been assigned or novated to or otherwise vested in the Security Trustee and Security Beneficiaries (or any of them) and including interest, discount, commission and other lawful charges or expenses which the Security Trustee and Security Beneficiaries (or any of them) may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual rates and practice of the Security Trustee and Security Beneficiaries (or any of them) (or otherwise agreed in writing) after as well as before any demand made or judgement or decree obtained under or in relation to the Debenture.

Where:-

"Company"

means Everest Secondary Limited (registered number 05948885) having its registered office at Enterprise Works, Salthill Road, Clitheroe, Lancashire, BB7 1PE;

"Debenture"

Means the debenture granted by the Company in favour of the Security Trustee dated 14 November 2006;

"Intercreditor Deed"

means the intercreditor deed originally dated 17 April 2003 between (among others) Ever 1951 Limited, The Governor and Company of the Bank of Scotland as Senior Agent, Senior Lender, Security Trustee, Mezzanine Agent, Investor Loan Agent, Subordinated Lender and Working Capital Bank and Brian Kennedy (as amended, novated, supplemented or restated from time to time);

"Security Beneficiaires"

means the Senior Agent, the Senior Lenders, the Security Trustee, the Hedging Bank, the Working Capital Bank, the Investor Loan Agent and the Subordinated Lenders, in each case as defined (expressly or by reference to any other agreement, deed or document) in the Intercreditor Deed (each a "Security

Beneficiary"); and

"Security Trustee"

means The Governor and Company of Bank of Scotland incorporated by Act of Parliament, having its head office at The Mound, Edinburgh EH1 1YZ in its capacity as security trustee for the Security Beneficiaries.



EVEREST SECONDARY LIMITED

(Registered Number 05948885)

RIDER B - FORM 395 - (DEBENTURE)

Short particulars of all the property mortgaged or charged

1. By way of legal mortgage all estates or interests in the freehold and leasehold property described in the schedule to the Debenture together with all present and future buildings, and fixtures (including trade and tenant's fixtures), which are at any time on or attached to the property.
2. By way of fixed charge:
 - 2.1. all estates or interests in any freehold or leasehold property belonging to the Company at the date of the Debenture or at any time after the date of the Debenture (other than any property charged in terms of clause 2.1.1 of the Debenture) together with all buildings, and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the property;
 - 2.2. all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land;
 - 2.3. the benefit of all other agreements relating to land which the Company is or may become party or otherwise entitled;
 - 2.4. all plant and machinery of the Company at the date of the Debenture or in the future attached to property which is charged by the provisions of clauses 2.1.1 to 2.1.2.3 of the Debenture;
 - 2.5. all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights, money or property of a capital nature at any time accruing or offered in relation to them, whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise;
 - 2.6. all rights, money or property of an income nature at any time accruing or payable in relation to the stocks, shares and other securities charged by clause 2.1.2.5 of the Debenture, whether by way of dividend, distribution, interest or otherwise;
 - 2.7. all rights and interests in and claims under all insurance contracts or policies at the date of the Debenture or in the future held by or insuring to the benefit of the Company which relate to Fixed Charge Assets (including all money payable under such contracts and policies);
 - 2.8. all rights and interest and claims under all other insurance or assurance contracts or policies at the date of the Debenture or in the

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future held by or inuring to the benefit of the Company (including all money payable under them).

- 2.9. all patents, utility models, registered and unregistered trade and service marks, rights in passing off, copyright, registered and unregistered rights in designs and database rights in each case at the date of the Debenture or in the future held by the Company (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of, and any application thereof, such rights;
 - 2.10. the benefit of all agreements and licences at the date of the Debenture or in the future entered into or enjoyed by the Company relating to the use or exploitation by or on behalf of the Company in any part of the world of any such rights as are referred to in clause 2.1.2.9 of the Debenture but owned by others;
 - 2.11. all the Company's rights at the date of the Debenture or in the future in relation to trade secrets, confidential information and know how in any part of the world.
 - 2.12. all present and future book debts of the Company;
 - 2.13. all other present and future debts or monetary claims of the Company against third parties (excluding those charged under clauses 2.1.2.7 or 2.1.2.8 of the Debenture or arising on fluctuating accounts with other Group Companies);
 - 2.14. the benefit of all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to the Company in respect of any Fixed Charge Assets;
 - 2.15. all present and future bank accounts, cash at bank and credit balances of the Company (excluding those arising on fluctuating accounts) with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest); and
 - 2.16. all rights, money or property accruing or payable to the Company at the date of the Debenture or in the future under or by virtue of a Fixed Charge Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the provisions of clauses 2.1.1 to 2.1.2.15 of the Debenture.
3. By way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by clause 2 of the Debenture, (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in clause 2.1.2 of the Debenture).
 4. By way of assignment as a continuing security for the payment or discharge of the Secured Liabilities:

- 4.1. all the right, title and interest of the Company in and to any interest rate hedging agreements at the date of the Debenture or in the future entered into with any person; and
- 4.2. (insofar as they are capable of being assigned by way of security) all the right, title and interest of the Company in and to any agreement to which the Company is a party except to the extent that it is subject to any fixed charge created under any other provisions of the Debenture.

To the extent that any such right, title and interest as is referred to in clause 2.2 of the Debenture is not assignable or capable of assignment, the assignment of it purported to be effected by such clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Company may derive from it or be awarded or entitled to in respect of it, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities.

5. The Company agrees that any money from time to time standing to its credit on any account (whether current, deposit, loan or of any other nature whatsoever) with the Security Trustee or any Security Beneficiary may be retained as cover for and/or applied by the Security Trustee or Security Beneficiary (as the case may be) at any time and without notice to the Company (whether on or before or after the expiry of any fixed or minimum period for which such money may have been deposited) in or towards payment or discharge of the Secured Liabilities or such part of them as the Security Trustee or Security Beneficiary (as the case may be) may select.

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to the charges created by or pursuant to the Debenture.

Where:-

"Assets"	means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company;
"Group"	means the Parent and each of its Subsidiaries and "Group Company" shall be construed accordingly;
"Fixed Charge Asset(s)"	means an Asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by clauses 2.1, 2.2 or 2.3 of the Debenture or (with effect from the date of its creation) any security created pursuant to clause 2.11 of the Debenture;
"Parent"	means Ever 1951 Limited (Reg. No. 04566806) having its registered office at



Everest House, Sopers Road, Potters Bar,
Hertfordshire, EN6 4SG;

"Secured Liabilities"

means the amount secured by the Debenture
as described in Rider A; and

"Subsidiary"

means, in respect of any company, person or
entity, any company, person or entity
directly or indirectly controlled by such
company, person or entity (including any
Subsidiary acquired after the date of the
Debenture) and "Subsidiaries" shall mean all
or any of them, as appropriate.

Terms defined in Rider A shall bear the same meaning in this Rider B.



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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05948885

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 14th NOVEMBER 2006 AND CREATED BY EVEREST SECONDARY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND AS SECURITY TRUSTEE FOR THE SECURITY BENEFICIARIES AND 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 24th NOVEMBER 2006.

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

Handwritten signature



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES