

M

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.

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

Pursuant to section 395 of the Companies Act 1985

301096/78

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

For official use

Company number

[] [] [] [] [] []

06182467

Name of company

* Castlegate 474 Limited (the "Chargor")

Date of creation of the charge

3 September 2007

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

Debenture made between (1) the Chargor and (2) the Security Trustee (as defined below) (the "Debenture")

Amount secured by the mortgage or charge

Any liability expressed to be due, owing or payable by the Chargor under or in connection with any of the Secured Finance Documents (as defined in the attached Appendix 1) ("Secured Liability" and together the "Secured Liabilities")

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

The Royal Bank of Scotland plc C/O Rachel Fletcher, 6th Floor, Corporate & Structured Finance, St Philips Place, Birmingham, West Midlands (the "Security Trustee")

Postcode B3 2RB

Presentor's name address and
reference (if any)

Pincent Masons

3 Colmore Circus

Birmingham

B4 6BH

JF03/71376 07501/AS07

Doc 21433500.1

Time critical reference

For official Use (02/00)
Mortgage Section

TUESDAY



A06

AKX8GSV2

11/09/2007

COMPANIES HOUSE

505

Short particulars of all the property mortgaged or charged

Please see the attached Appendix 2.

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

Paul Morgan

Date

05 September 2007

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**

APPENDIX 1

Definitions

"Account"	means any account opened or maintained by the Chargor at any bank or financial institution
"Assigned Account"	means any Holding Account and any Mandatory Prepayment Account (each as more particularly defined in the Debenture) (and any renewal or redesignation of such accounts) and any other Account that may from time to time be agreed by the Security Trustee and the Chargor to be an Assigned Account
"Charged Property"	means all the assets and undertaking of the Chargor which from time to time are, or purport to be, the subject of the security created in favour of the Security Trustee by or pursuant to the Debenture
"Enforcement Date"	means the date on which the Security Trustee or any other Secured Finance Party first takes Enforcement Action (as defined in the Debenture)
"Facilities Agreement"	means the senior term and revolving facilities agreement dated on or about the date of the Debenture and made between the Parent, the other Obligors, the Company, the Agent, the Arranger, the Ancillary Lender and the Security Agent (all as defined in the Facilities Agreement)
"Fixed Plant and Equipment"	means all plant, machinery or equipment of the Chargor of any kind which does not for any reason constitute a Fixture but is at the date of the Debenture or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building
"Fixtures"	means all things of any kind at the date of the Debenture or at any time affixed to land for any purpose, including without limitation, trade and tenants fixtures
"Insurances"	means, together with those insurance policies details of which are set out in Schedule 4 to the Debenture, any policy of insurance or assurance, including, without limitation, each Key-man Policy (as defined in the Debenture)
"Intellectual Property"	means any of the following - (a) any registered intellectual property right in any territory or jurisdiction, including, without limitation, patents, trade marks, service

marks, registered designs, and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above,

- (b) any invention, copyright, design right or performance right,
- (c) any trade secrets, know-how and confidential information, and
- (d) the benefit of any agreement or licence for the use of any such right

"Land"

means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated including, without limitation, any buildings and Fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership possession or occupation of land but for these purposes **"Land"** excludes heritable property situated in Scotland

"Loose Plant and Equipment"

means, in relation to the Chargor, all plant, machinery, equipment and motor vehicles at the date of the Debenture or at any time owned by the Chargor as a capital asset which is not Fixed Plant and Equipment

"Monetary Claims"

means all book and other debts and monetary claims at the date of the Debenture or in the future owing to the Chargor (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent including, without limitation, credit balances on any Account, and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt

"Receiver"

means any receiver, receiver and manager or administrative receiver of the whole or any part of the Charged Property

"Related Rights"

means in relation to any Charged Property

- (a) the proceeds of sale of any part of that Charged Property,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property,
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that Charged

	Property, and
	(d) any moneys and proceeds paid or payable in respect of that Charged Property
"Secured Finance Documents"	means the Finance Documents and the Hedging Agreements (each as defined in the Facilities Agreement)
"Secured Finance Parties"	means the Secured Parties (as defined in the Facilities Agreement) (each a " Secured Finance Party ")
"Secured Liability"	means any liability expressed to be due, owing or payable by the Chargor under or in connection with any of the Secured Finance Documents (together the " Secured Liabilities ")
"Securities"	means all the right, title and interest of the Chargor at the date of the Debenture, or in the future, in any - (a) stocks, shares, bonds, debentures, loan stocks, or other securities issued by any person, (b) warrants, options or other rights to subscribe, purchase or otherwise acquire any stocks, shares, bonds, debentures, loan stocks or other securities or investments issued by any person, and (c) units or other interests in any unit trust or collective investment scheme, other than the Shares
"Security Trustee"	includes the Security Trustee's successors in title and any successor appointed in accordance with the Secured Finance Documents
"Security"	means a mortgage, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect
"Shares"	means all of the shares in the capital of each of the companies specified in Schedule 3 to the Debenture (and detailed in Schedule 1 below) held by, to the order of or on behalf of, the Chargor at any time
"Specific Contracts"	means the Acquisition Agreement and the Hedging Agreements (each as defined in the Facilities Agreement)

APPENDIX 2

Short particulars of all the property mortgaged or charged

CHARGES

- 1 1 As continuing security for payment of the Secured Liabilities, the Chargor with full title guarantee charged all its right, title and interest from time to time in each of the following assets -
- 1 1 1 by way of first fixed charge all other Land vested in the Chargor at the date of the Debenture and all Land acquired by the Chargor after the date of the Debenture,
- 1 1 2 by way of equitable mortgage or (if or to the extent that the Debenture does not take effect as a mortgage) by way of first fixed charge, the Shares,
- 1 1 3 by way of first fixed charge -
- (a) the Securities,
 - (b) the Intellectual Property,
 - (c) the Monetary Claims,
 - (d) the Fixed Plant and Equipment,
 - (e) the Loose Plant and Equipment,
 - (f) the Accounts (other than the Assigned Accounts),
 - (g) the Related Rights under or in connection with the Shares, the Securities, the Accounts (other than the Assigned Accounts), the Intellectual Property, the Monetary Claims, the Fixed Plant and Equipment and the Loose Plant and Equipment,
 - (h) to the extent not assigned or effectively assigned by Clause 3 3 of the Debenture, the Specific Contracts, the Insurances, the Assigned Accounts and other agreements and all Related Rights in respect of such Charged Property, and
 - (i) its present and future goodwill and uncalled capital,
- 1 1 4 by way of first floating charge the whole of the Chargor's undertaking and assets, at the date of the Debenture and in the future and wherever situated, which are not for any reason effectively charged or assigned (whether in law or equity) by way of fixed security by the Debenture, including, without limitation, any heritable property of the Chargor situated in Scotland

- 1 2 Pursuant to Clause 3 3 of the Debenture the Chargor with full title guarantee assigned absolutely, but subject to the right of the Chargor to redeem such assignment upon the full payment or discharge of the Secured Liabilities, its right, title and interest from time to time in each of the following assets -

1 2 1 the Specific Contracts,

1 2 2 the Insurances,

1 2 3 the Assigned Accounts, and

1 2 4 all rights under any agreement to which it is a party and which is not mortgaged or charged under Clause 3 1 of the Debenture,

together with all Related Rights in respect of such Charged Property, provided that the Chargor is entitled until the Enforcement Date to exercise all rights assigned under Clause 3 3 of the Debenture (subject to the terms of the Secured Finance Documents) and the Security Trustee will reassign any such rights to the extent necessary to enable the Chargor to do so

- 1 3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by the Debenture

2 CRYSTALLISATION OF FLOATING CHARGE

2 1 Crystallisation By Notice

The Security Trustee may at any time by notice in writing to the Chargor convert the floating charge created by Clause 3 2 of the Debenture with immediate effect into a fixed charge as regards any property or assets specified in the notice if -

2 1 1 the Enforcement Date has occurred, or

2 1 2 the Security Trustee reasonably considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process, or

2 1 3 the Security Trustee reasonably considers that it is necessary in order to protect the priority of the Security created by or pursuant to the Debenture

2 2 Crystallisation Automatic

The floating charge created by Clause 3 2 of the Debenture will automatically be converted (without notice) with immediate effect into a fixed charge as regards all of the undertaking and assets subject to the floating charge if -

2 2 1 the Chargor creates or attempts to create any Security (other than as permitted pursuant to the terms of the Secured Finance Documents) over any of the Charged Property, or

2 2 2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Property, or

2 2 3 any step is taken (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional

liquidator, administrator or Receiver in respect the Chargor, over all or any part of its assets, or if such person is appointed

2 3 Crystallisation: Moratorium where directors propose voluntary arrangement

The floating charge created by Clause 3 2 of the Debenture may not be converted into a fixed charge solely by reason of

2 3 1 the obtaining of a moratorium, or

2 3 2 anything done with a view to obtaining a moratorium,

under Schedule A1 to the Insolvency Act 1986

3 RESTRICTIONS ON DEALING

3 1 The Chargor has undertaken that it shall not, at any time during the subsistence of the Debenture, create or permit to subsist any Security over all or any part of the Charged Property, except as expressly permitted under the terms of the Secured Finance Documents

3 2 The Chargor has undertaken that it shall not (and shall not agree to) at any time during the subsistence of the Debenture, except as expressly permitted under the terms of the Secured Finance Documents, sell, transfer, assign, lease or hire out, factor, discount, licence, lend, part with its interest in or otherwise dispose of any of the Charged Property or permit the same to occur, or agree to do any of the foregoing, provided that, until -

3 2 1 the floating charge created by Clause 3 2 of the Debenture and described in paragraph 1 1 5 above is converted into a fixed charge, or

3 2 2 the occurrence of the Enforcement Date,

the Chargor may hold, enjoy and deal with, in accordance with the Secured Finance Documents, the Charged Property which is not at the relevant time expressed to be subject to a fixed charge or mortgage

SCHEDULE 1

DETAILS OF SHARES HELD BY THE CHARGOR

Name of Company	Description and Number of Shares
Castlegate 471 Limited	1 ordinary share of £1

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 06182467

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 3rd SEPTEMBER 2007 AND CREATED BY CASTLEGATE 474 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF SCOTLAND PLC (THE SECURITY TRUSTEE) 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 11th SEPTEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th SEPTEMBER 2007

Rangela



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES