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COMPANIES FORM No. 395

211278/39

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

2

06406043

Name of company

* CENTRIC COMMERCIAL FINANCE LIMITED (the "Company")

Date of creation of the charge

7 July 2008

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

All Assets Debenture between (1) the Company and (2) Coface Receivables Finance Limited (the "Security Holder") (the "Charge")

Amount secured by the mortgage or charge

All the monies which at the date of the Charge or at any time in future may be owing due and/or payable (but remaining unpaid) by the Company to the Security Holder in any manner and for any reason on any account, Secured Monies include all such monies due by the Company, either alone or jointly with any other person or on any partnership account (even though the whole of any part of such monies is represented or secured by any mortgages, guarantees, trust receipts, bills of exchange, leasing, hire or conditional sale agreements, assignments, agreements for discounting or factoring of debts or any other agreements or securities) and whether or not any of them have or has fallen due or become payable and whether or not default shall have been made in respect thereof, Secured Monies also means any of the following items, whether at the date of the Charge or in the future

(Please see Addendum 2/4)

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

Coface Receivables Finance Limited (Company Number 04933860) whose registered address is 15 Appold Street, London (the "Security Holder")

Postcode EC2A 2DL

Presenter's name address and
reference (if any)

Hammonds LLP
7 Devonshire Square
London
EC2M 4YH

CAW/JXT1/LON 256-0045

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

FRIDAY



LD2

11/07/2008

COMPANIES HOUSE

294

Short particulars of all the property mortgaged or charged

By Clause 2 1 of the Charge, the Company, with full title guarantee, at the date of the Charge gives the following mortgages and charges in favour of the Security Holder, namely

2 1 1 a fixed charge by way of legal mortgage on all freehold and leasehold property owned by the Company, including but not limited to land of which the Company is registered as proprietor at H M Land Registry (details of which are set out in the Third Schedule to the Charge),

(Please see Addendum 4/4)

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 Hammonds LLP.

Date 11/07/2008.

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

* CENTRIC COMMERCIAL FINANCE 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)

- (1) all monies due or payable under the Guarantee and Indemnity or by virtue of any other guarantee or indemnity given by the Company to the Security Holder or under the Financing Agreement (if any) or any other agreement between the Company and the Security Holder for the sale and purchase of debts,
 - (2) all monies which the Security Holder can charge to the Company and all costs, charges and expenses incurred by the Security Holder after default in payment of any such monies or of breach by the Company of any of the provisions of this deed,
 - (3) the charges of surveyors and/or solicitors instructed by the Security Holder in connection with any part of the Mortgaged Property,
 - (4) all advances which the Security Holder has made or shall make to the Company,
 - (5) any indebtedness at the date of the Charge or thereafter to be incurred by the Security Holder for or at the request of the Company, including all monies which the Security Holder shall pay or become liable to pay for or on account of the Company or any other person at the request or order of the Company or under its authority, either alone or jointly with any other person and whether or not by any of the following
 - 5 1 the Security Holder making direct advances, or
 - 5 2 the Security Holder drawing, accepting, endorsing, paying or discounting any Remittance, or
 - 5 3 the Security Holder entering into any bond, guarantee, indemnity or letter of credit, or
 - 5 4 the Security Holder confirming orders, or
 - 5 5 the Security Holder otherwise accepting any other liability for or on behalf of the Company,
 - (6) all costs charges and expenses which the Security Holder may from time to time incur in
 - 6 1 stamping, perfecting, registering or enforcing this security, or
 - 6 2 the negotiations for the preparation and execution of this deed and the Guarantee and Indemnity or any priority arrangement, waiver or consent in respect of them, or
 - 6 3 obtaining payment or discharge of Secured Monies, or
 - 6 4 paying any rent, rates, taxes or outgoings for the Mortgaged Property, or
 - 6 5 insuring, repairing, maintaining, managing or realising any part of the Mortgaged Property, or
 - 6 6 the preservation or exercise of any rights under or in connection with this deed or any attempt to do so, or
 - 6 7 giving a discharge or release of this security, or
 - 6 8 dealing with or obtaining advice about any other matter or question arising out of or in connection with this deed,

with the intention that the Security Holder shall be afforded a full complete and unlimited indemnity against all costs, charges and expenses paid or incurred by it and whether arising directly or indirectly in respect of this security or of any other security held by the Security Holder for the Secured Monies and such costs, charges and expenses shall include the appropriate proportion of the salaries, bonuses, national insurance and direct expenses of any staff or officers of the Security Holder and the fair and reasonable proportion of the overheads of the Security Holder attributable to such staff and officers,
 - (7) all monies expended by any attorney appointed under clause 5 4 of the Charge in exercising his powers,
 - (8) interest on all monies due and owing to the Security Holder at such rate as may from time to time be payable pursuant to any agreement or arrangement relating thereto, and in the absence of any agreement or arrangement at four percent above the Base Rate from time to time of Barclays Bank Plc accruing from day to day and compounded monthly,
- (the "Secured Monies")

Name of company

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* CENTRIC COMMERCIAL FINANCE LIMITED (the "Company")

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)

2 1 2 a fixed charge on all of the following assets, whether at the date of the Charge or in future belonging to the Company or to which the Company may be entitled

- (i) the freehold and leasehold properties of the Company not effectively mortgaged under clause 2 1 1 of the Charge including such as may thereafter be acquired,
- (ii) all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to the property subject to the legal mortgage under clause 2 1 1 of the Charge and all spare parts, replacements, modifications and additions for or to the same and the benefit of all contracts and warranties relating to the same,
- (iii) any other freehold and leasehold property which the Company shall own, together with all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to such property and all spare parts, replacements, modifications and additions for or to the same and the benefit of all contracts and warranties relating to the same,
- (iv) all plant and machinery and other equipment listed in the Fifth Schedule to the Charge and all spare parts, replacements, modifications and additions for or to the same and the benefit of all contracts and warranties relating to the same,
- (v) all fixed plant and machinery, including all spare parts, replacements, modifications and additions for or to the same, not listed in the Fifth Schedule to the Charge and the benefit of all contracts and warranties relating to the same,
- (vi) all goodwill, unpaid and/or uncalled capital for the time being of the Company,
- (vii) all the Company's Intellectual Property,
- (viii) all the Company's Securities,
- (ix) all loan capital, indebtedness or liabilities on any account or in any manner owing to the Company from any Subsidiary of the Company or from any other Group Company,
- (x) all amounts realised by an administrator or liquidator of the Company, upon enforcement or execution of any order of the Court under Part IV of the Insolvency Act 1986,
- (xi) all documents of title to any item of property which at any time and for any purpose has been or may be deposited with the Security Holder,
- (xii) the assets mentioned in the title documents referred to in the immediately preceding sub-paragraph,
- (xiii) all monies from time to time payable to the Company under or pursuant to the Insurances, including without limitation the right to the refund of any premiums,
- (xiv) all the Company's Fixed Charge Debts,
- (xv) all claims and causes of action, including (without limitation) claims for breach of duty or restitution,

2 1 3 a floating charge on the remainder of the undertaking, property rights and assets of the Company whatsoever and wheresoever, both present and future, not subject to the above charges and any items not effectively charged as fixed charges under clause 2 1 1 and 2 1 2 of the Charge including all the Company's Floating Charge Debts present and future

NOTE

By Clause 3 of the Charge, the Company agrees with the Security Holder that whilst the Charge exists, it

- a) will not sell, transfer, lease, licence, assign or dispose of or otherwise deal with the Mortgaged Property subject to the floating charges in the Charge except by way of sale at full value in the ordinary course of its business now being carried on and for the avoidance of doubt the sale, discounting, factoring, assignment or other dealing with its Floating Charge Debts is not in the ordinary course of its business,
- b) except as permitted by clause 2 5 of the Charge will not sell, transfer, lease, license, assign, dispose of or otherwise deal with of any of the Mortgaged Property subject to the fixed charges therein without the prior

Name of company

*insert full name
of Company

* CENTRIC COMMERCIAL FINANCE LIMITED (the "Company")

written consent of the Security Holder which may be applied for in the form set out in part 1 of the Sixth Schedule to the Charge and which the Security Holder may consent to in the form set out in part 2 of the Sixth Schedule to the Charge,

- c) will not sell, transfer, lease, licence, assign, dispose of or otherwise deal with any part of its undertaking or goodwill (including diverting or encouraging the diversion of its sales via any Group Company),
- d) without affecting or limiting the generality of any other provisions of the Charge, will not without the prior written consent of the Security Holder dispose or part with possession of the whole or any part of any of the Mortgaged Property or permit any person
 - (i) to be registered (jointly whether with the Company or otherwise) as a proprietor under the Land Registration Acts of any of the Mortgaged Property nor create or permit to arise any overriding interest (within the definition in those Acts) affecting the same, or
 - (ii) to become entitled to any right, easement, covenant, interest, encumbrance or other title which might adversely affect the use, value or marketability of any of the Mortgaged Property,
- e) will not create or attempt to create or permit to subsist in favour of any person other than the Security Holder any Encumbrance on or affecting the Mortgaged Property or any part thereof except a lien over property (other than land) arising by operation of law in the ordinary course of trading,
- f) will deal with the Fixed Charge Debts and their Related Rights as if they were Debts and their related rights purchased by the Security Holder under the Financing Agreement (if any) and in particular will not deal with the same or bank any Remittances in respect of them except in accordance with the Financing Agreement (if any)

By Clause 4 of the Charge, the Company agrees that, at all times during the continuance of the Charge, it

- a) will conduct and carry on its business, and procure that each of its Subsidiaries conducts and carries on its business, in a proper and efficient manner and will not make any material alteration to the Company's business, constituting a change from that carried on at the date thereof,
- b) will not exercise the powers of leasing or accepting surrenders of leases, conferred on a mortgagee in possession by Sections 99 and 100 of the Law & Property Act 1925, or any other powers of leasing or accepting surrenders of leases, without the prior written consent of the Security Holder,
- c) will not do or allow anything to be done on the Company's freehold or leasehold property which shall be treated as a development or a change of use within the meaning of the Town and Country Planning Acts unless the prior written consent of the Security Holder has been obtained,
- d) will not infringe the Town and Country Planning Acts in any way which prejudices the Security Holder's security over the Mortgaged Property,
- e) will not permit any person to become entitled to any proprietary right or interest which might affect the value of the assets subject to the fixed charges therein,
- f) the Company will comply with all applicable Environmental Laws and will not do or permit any act or omission whereby its Environmental Licences (if any) could be varied or revoked,
- g) will not be in breach of any Environmental Laws or the terms of any Environmental Licence or incur or become subject to any civil or criminal liability thereunder,
- h) to the extent not already specified will procure that each of its Subsidiaries carries out the same acts and does the same things in relation to such Subsidiary and its assets and undertaking as are specified in sub-clauses 4 1 1 to 4 1 23 inclusive of the Charge in relation to the Company

By Clause 5 1 of the Charge, at the Security Holder's request, the Company will immediately sign, seal, execute, deliver and perfect all Encumbrances, deeds and instruments and do all such other acts and things as the Security Holder or any Receiver or Administrator appointed hereunder may require in order to perfect or enforce the Charge or to use the powers given to each of them in the Charge or to enforce the obligations of the Company under the Charge

Definitions

"Administrator" Any person appointed under Schedule B1 of the Insolvency Act 1986 to manage the Company's affairs, business and property

"Debt" where there is a Financing Agreement has the same meaning as therein

"Encumbrance" Any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention, flawed asset agreement, preferential right, trust arrangement or other security arrangement, whether by law or agreement

"Environment"

Name of company

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*insert full name
of Company

- (1) Land, including, without limitation, surface land, sub-surface strata, sea bed and river bed under water (as defined in paragraph (2) immediately below) and natural and man-made structures,
- (2) water, including, without limitation, coastal and inland waters, surface waters, aquatic sediment, ground waters and water in drains and sewers,
- (3) air, including, without limitation, air inside buildings and other natural and man-made structures above or below ground, and
- (4) any living systems or organisms supported by the media set out in (1), (2), (3), above

"Environmental Laws" All European Community, national, state, federal, regional or local laws, common law, statutes, ordinances, directives, directions, regulations, notices, relevant clean-up standards, judgements, decrees or orders, codes of practice, the requirements and conditions of all Environmental Licences both express and implied, covenants, agreements, circulars, guidance notes, judicial and administrative interpretations of each of the foregoing concerning (without limitation) the protection of human health or the Environment or the conditions of the workplace and worker health and safety and process safety, or the generation, transportation, storage, treatment or disposal of any Relevant Substance, as enacted, amended, replaced or supplemented from time to time

"Environmental Licence" Any permits, consents, licences, certificates, notices, filings, lodgements, agreements, directions, declarations, exemptions, variations, renewals and amendments and other authorisations and approvals required or provided under Environmental Law

"Financing Agreement" The agreement (if any) for the sale and purchase of Debts and/or a conditional sale agreement and/or any other type of agreement between the Company and the Security Holder, including that of which details are set out in the Seventh Schedule to the Charge and any amendments or alternations to it or them and any replacement of it which may be agreed between the Company and the Security Holder

"Fixed Charge Debts" All the Company's Non-Vesting Debts and their respective Related Rights (where the Company is also party to a Financing agreement with the Security Holder) and all the Company's Floating Charge Debts following the conversion of the floating charge thereon into a fixed charge

"Floating Charge Debts" All sums due and owing or accruing due and owing to the Company whether or not on account of its trading both present and future except

- (1) Fixed Charge Debts, and
- (2) any Debts whilst they remain absolutely and effectively vested in or held on trust for the Security Holder under the Financing Agreement (if any) and whether such vesting results from a legal or equitable assignment

"Group Company" The Company and its Subsidiaries, its holding company (as defined in Section 736 of the Companies Act 1985) and the Subsidiaries of its holding company

"Guarantee and Indemnity" All guarantees and indemnities given by the Company in favour of the Security Holder including that referred to in the Second Schedule to the Charge

"Insurances" All present and future contracts or policies of insurance (including life assurance policies) taken out by the Company or in which the Company from time to time has any interest

"Intellectual Property" All patents, trade marks and service marks (whether registered or not) trade names, registered designs, design rights including applications for and rights to apply for any of the aforesaid matters, semi conductor topography rights, database rights, copyrights, computer programs, know-how, trade secrets and all other intellectual or intangible property or rights and all licences, agreements and connected rights relating to intellectual and intangible property, in each case now or from time to time hereafter owned by the Company, including any renewals, revivals or extensions thereof and wherever subsisting in the world and the Company's licences and rights to use or exploit any of the aforesaid owned or possessed by any third party

"Mortgaged Property" The subject matter of the mortgages and charges (or any or any part of them, if the context so allows) created by this deed including those set out in clause 2 of the Charge

"Non-Vesting Debts" All or any Debts of the Company purchased or to be purchased by the Security Holder pursuant to the Financing Agreement (if any) but which either (i) fail to vest absolutely and effectively in the Security Holder for any reason, together with the Related Rights to such Debts or (ii) are found to vest in the Security Holder by way of security

"Receiver" Includes a receiver or manager or receiver and manager or an administrative receiver as defined in Section 29(2) of the Insolvency Act 1986 or a receiver of part only of the property of the Company or a receiver only of the income arising from such property or from part of it or where the context so permits an Administrator

"Related Rights" Has the same meaning as in the Financing Agreement (if any)

"Relevant Substance" Any natural or artificial substance in solid or liquid form or in the form of a gas or vapour whether alone or in combination with any substance capable of causing harm to man or any other living organism supported by the Environment or damaging the Environment or public health or welfare including, but not limited

Company number

06406043

Name of company

* CENTRIC COMMERCIAL FINANCE LIMITED (the "Company")

*insert full name
of Company

to, any controlled, special, hazardous, toxic or dangerous waste

"Remittance" Cash, cheques, bills of exchange, negotiable and non negotiable instruments, letters of credit, orders, drafts, promissory notes, electronic payments and any other instruments, methods or forms of payment or engagement

"Securities" All stocks, shares, bonds and securities of any kind whatsoever and whether marketable or otherwise and all other interests (including but not limited to loan capital) both present and future held by the Company in any person and includes all allotments, rights, monies, benefits, advantages and other property whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property offered at any time by way of dividend, conversion, redemption, bonus, substitution preference, option, exchange or otherwise in respect thereof

"Security Holder" Where the context permits includes its officers, agents and representatives

"Subsidiary"

- (1) A subsidiary within the meaning of Section 736 of the Companies Act 1985, and
- (2) unless the context otherwise requires, a subsidiary undertaking within the meaning of Sections 258-260 of the Companies Act 1985 as substituted by Section 21 of the Companies Act 1989



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6406043
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ALL ASSETS DEBENTURE
DATED 7 JULY 2008 AND CREATED BY CENTRIC COMMERCIAL
FINANCE LTD. FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO COFACE
RECEIVABLES FINANCE LIMITED (THE SECURITY HOLDER)
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 11 JULY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 JULY 2008



Companies House
— for the record —

PS



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES