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CHFP025

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legibly, preferably
in black type, or
bold black 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

1

6545542

Name of company

* Enara Group Limited (the "Chargor")

Date of creation of the charge

8 April 2009

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

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

Amount secured by the mortgage or charge

All present and future moneys, obligations and liabilities, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, owed by the Chargor to any one or more of the Finance Parties under or in connection with the Finance Documents and shall include interest on the above from the date of demand until the date of payment in full (as well after as before any judgment) calculated on a daily basis at the default interest rate, and in the manner described, in the Facility Agreement (the "Secured Obligations")

Please refer to the original Debenture for definitions of capitalised terms.

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

HSBC Bank plc as Security Trustee for the Finance Parties (the "Security Trustee") of 8 Canada Square,
London

Postcode EC14 5HQ

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

Wragge & Co LLP
3 Waterhouse Square
142 Holborn
London
EC1N 2SW
2005808/CGB/HGB1

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

WEDNESDAY



A3ZR291F

A25

15/04/2009

112

COMPANIES HOUSE

012095/143

395

Short particulars of all the property mortgaged or charged

Please see continuation sheet 1

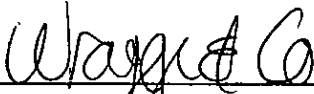
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bold block
lettering**

Particulars as to commission allowance or discount (note 3)

nil

Signed



Date 14 April 2009

On behalf of ~~[company]~~ [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

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**Particulars of a mortgage or charge
(continued)**Please do not
write in this
binding marginContinuation sheet No 1
to Form No 395 and 410 (Scot)Please complete
legibly, preferably
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bold block lettering

Company Number

6545542

Name of Company

Enara Group

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

The Chargor with full title guarantee charges in favour of the Security Trustee as continuing security for the payment and discharge of the Secured Obligations:

- 1) By way of legal mortgage, the Real Property.
- 2) By way of fixed charge:
 - (a) any Real Property now or at any time after the date of the Debenture belonging to the Chargor (other than any property charged under paragraph 1 above);
 - (b) all plant, machinery, vehicles, computers, office and other equipment owned by the Chargor, both present and future;
 - (c) all present and future bank accounts, cash at bank and credit balances of the Chargor with any bank or other person and all rights relating or attaching to them (including the right of interest) and all Related Rights;
 - (d) all present and future Receivables;
 - (e) all present and future Investments;
 - (f) all present and future Intellectual Property;
 - (g) the goodwill of the Chargor and its uncalled capital both present and future; and
 - (h) insofar as any provision of the assignment by way of security referred to in paragraph 5(a) and (b) below shall not be effective, all rights and interest in and claims under all Insurance Policies (save in respect of Excluded Insurance Proceeds) and (save where prohibited by the relevant terms of the contract) the benefit of all rights and claims to which the Chargor is entitled under any of the Material Contracts.
- 3) by way of floating charge, the whole of the Chargor's undertaking and assets, present and future including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland, other than any assets validly and effectively mortgaged, charged or assigned (whether at law or in equity) by the Debenture (the "Floating Charge Property").

4) Qualifying Floating Charge

Paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to any floating charge created by the Debenture.

5) Security Assignment

The Chargor with full title guarantee assigns to the Security Trustee as continuing security for the payment and discharge of the Secured Obligations all of its rights, title, interest and benefit from time to time in and to:

- (a) the Insurance Policies; and
- (b) the Material Contracts.

The Security Trustee will not require to be given by the Chargor any notice of assignment of the Receivables unless an Event of Default is continuing and any notice of assignment of the Material Contracts unless the Agent has served a notice to accelerate under Clause 28.19 (*Acceleration*) of the Facility Agreement.

6) Negative Pledge

Except as permitted in paragraph 7 below:

- (a) The Chargor shall not create or permit to subsist any Security over any of its assets.
- (b) The Chargor shall not:
 - (i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor;
 - (ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
 - (iii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
 - (iv) enter into any preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

(together "**Quasi Security**")
- (c) Paragraphs 6(a) and 6(b) above do not apply to any Security or (as the case may be) Quasi-Security, which is:
 - (i) Permitted Security; or
 - (ii) a Permitted Transaction.

Please refer to the original Debenture for definitions of the capitalised terms

**Please complete
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binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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bold block lettering*



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 6545542
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 8 APRIL 2009
AND CREATED BY ENARA GROUP LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO ANY ONE OR MORE OF 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 15 APRIL 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 APRIL 2009

AS



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES