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* 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

£ 13.00
COMPANIES HOUSE

917174

Name of company

* Bejam Group Limited (the "Chargor")

Date of creation of the charge

31 March 2006

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

Deed of accession to the Debenture dated 31 March 2006 between, amongst others, (1) the Chargor and (2) the Security Trustee (the "Deed of Accession").

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Chargor to the Security Trustee and/or the other Security Beneficiaries (or any of them), provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Deed of Accession (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 (the "Secured Obligations").

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

Landsbanki Islands HF (the "Security Trustee")
Hafnarstraeti 5, 155 Reykjavik, Iceland

Postcode

Presenter's name address and
reference (if any):
SJ Berwin LLP
10 Queen Street Place
EC4R 1BE

Corp2:uaao/622710.1

Time critical reference

For official Use (02/00)
Mortgage Section

Post room

LD4 *LUBOYEJ6* 471
COMPANIES HOUSE 13/04/2006

Short particulars of all the property mortgaged or charged

see Addendum 4/4

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

Particulars as to commission allowance or discount (note 3)

Signed ST Berwin LLP

Date 13/04/2006

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge.
(See Note 5)*

On behalf of ~~(company)~~ mortgaged/chargee[†]

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

Company number

Name of company

* insert full name
of 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)

Company number

Name of company

* insert full name
of company

Addendum 3/4

3. Names, addresses and description of the mortgagees or persons entitled to the charge (continued)

Company number

Name of company

* insert full name
of company

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

1. Fixed charge

The Chargor charges and agrees to charge all the present and future right, title and interest of the Chargor in and to the following assets which are at any time owned by the Chargor, or in which the Chargor from time to time has an interest:

1.1 by way of first legal mortgage:

- (a) the Property (if any) specified in part 1 of schedule 2 of the Debenture and part 1 of schedule 3 of the Deed of Accession (Details of Security Assets) other than any heritable or leasehold property situated in Scotland; and
- (b) all other Property (if any) at the date of the Deed of Accession vested in, or charged to, the Chargor (not charged by clause 1.1(a)) other than any heritable or leasehold property situated in Scotland;

1.2 by way of first fixed charge:

- (a) all other Property and all interests in Property (not charged by clause 1.1) other than any heritable or leasehold property situated in Scotland; and
- (b) all licences to enter upon or use land and the benefit of all other agreements relating to land other than any heritable or leasehold property situated in Scotland;

1.3 by way of first fixed charge all plant and machinery (not charged under clause 1.1 or 1.2) and the benefit of all contracts, licences and warranties relating to the same;

1.4 by way of first fixed charge:

- (a) all computers, vehicles, office equipment and other equipment (not charged by clause 1.3); and
- (b) the benefit of all contracts, licences and warranties relating to the same, (other than any which is for the time being part of the Chargor's stock-in-trade or work-in-progress);

1.5 by way of first fixed charge:

- (a) all the Charged Securities referred to in part 2 of schedule 2 of the Debenture (Details of Security Assets);
 - (b) all other Charged Securities (not charged by clause 1.5(a)),
- in each case, together with (1) all Related Rights from time to time accruing to those Charged Securities and (2) all rights which the Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;

1.6 by way of first fixed charge:

- (a) the Security Accounts, Mandatory Prepayment Account and Holding Account and all monies at any time standing to the credit of such accounts; and
 - (b) all monies standing to the credit of the Chargor from time to time on any and all accounts with any bank, financial institution or other person not otherwise charged by clause 1.6(a),
- in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;

1.7 by way of first fixed charge:

- (a) the Intellectual Property (if any) specified in part 3 of schedule 2 of the Debenture (Details of Security Assets); and
- (b) all other Intellectual Property (if any) (not charged by clause 1.7(a));

1.8 to the extent that any of the Assigned Assets are not effectively assigned under clause 2 (Security assignments), by way of first fixed charge those Assigned Assets;

1.9 by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture):

- (a) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Chargor or the use of any of its assets; and
- (b) any letter of credit issued in favour of the Chargor and all bills of exchange and other negotiable instruments held by it; and

1.10 by way of first fixed charge all of the goodwill and uncalled capital of the Chargor.

2 Security assignments

The Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to:

2.1 the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising therefrom;

2.2 the Insurances, all claims under the Insurances and all proceeds of the Insurances;

2.3 the Treasury Transactions, all rights and remedies in connection with the Treasury Transactions and all proceeds and claims arising therefrom; and

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* insert full name
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2.4 all other Receivables (not otherwise assigned under clauses 2.1, 2.2 or 2.3).

To the extent that any Assigned Asset described in clause 2.2 is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Chargor to any proceeds of the Insurances.

3. FLOATING CHARGE

The Chargor charges and agrees to charge by way of first floating charge all of its present and future:

3.1 assets and undertaking (wherever located) which are not effectively charged by way of first legal mortgage or first fixed charge or assigned pursuant to the provisions of clause 1 (Fixed charges), clause 2 (Security assignments) or any other provision of the Deed of Accession; and

3.2 heritable property, leasehold property and all other property and assets and undertaking of the Chargor situated in Scotland or otherwise governed by Scots law.

Note: The Chargor will not do or agree to do any of the following without the prior written consent of the Security Trustee:

- (i) create or permit to subsist any Security on any of the Security Assets (except a Permitted Security); or
- (ii) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not), the whole or any part of its interest in any Security Asset (except for a Permitted Disposal).

In this Form 395 the following terms shall have the following meanings: See schedule 1 attached to this form.

SCHEDULE 1 TO FORM 395

Bejam Group Limited - Company number 917174

Unless otherwise defined in the Form 395, the following terms shall have the following meanings:

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 2 (Security assignments);

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;

"Charged Securities" means:

- (i) the securities specified in part 2 of schedule 2 of the Debenture (Details of Security Assets); and
- (ii) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 in force at the date of the Deed of Accession) now or in future owned (legally or beneficially) by the Chargor, held by any nominee on its behalf or in which the Chargor has an interest at any time;

"Debenture" means the debenture dated 28 February 2006 between the Existing Charging Companies and the Security Trustee;

"Default Rate" means in respect of Secured Obligations owing under, or pursuant to, the Finance Documents, the rate set out at clause 13.4 (Default interest) of the Facilities Agreement;

"Existing Charging Companies" means Icebox Holdings Limited, Icebox Midco Limited and Ice Acquisitions Limited;

"Facilities Agreement" means the facilities agreement of even date with the Debenture and made between the Parent (1), the Intermediate Parent (2), the Original Borrower (3), the Original Guarantors (4), Landsbanki Islands hf as Mandated Lead Arranger (5), the Original Lenders (6), the Issuing Bank (7), the Agent (8) and the Security Trustee (9) (as each such term is defined in the Debenture);

"Holding Account" has the meaning ascribed to that term in the Facilities Agreement;

"Insurances" means all policies of insurance (and all cover notes) which are at any time held by or written in favour of the Chargor, or in which the Chargor from time to time has an interest;

"Mandatory Prepayment Account" has the meaning ascribed to that term in the Facilities Agreement;

"Permitted Disposal" has the meaning ascribed to that term in the Facilities Agreement;

"Permitted Security" has the meaning ascribed to that term in the Facilities Agreement;

"Property" means all estates and interests in freehold, heritable, leasehold and other immovable property (wherever situated) at the date of the Deed of Accession, or at any time thereafter, belonging to the Chargor, or in which the Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales, any heritable or leasehold property and all other property and assets in Scotland specified in part 1 of schedule 2 of the Debenture and part 1 of schedule 3 of the Debenture (Details of Security Assets)), together with:

- (i) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;
- (ii) all easements, servitudes, rights and agreements in respect thereof;

- (iii) all proceeds of sale of that property; and
- (iv) the benefit of all covenants given in respect thereof;

"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

- (i) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and
- (ii) all proceeds of any of the foregoing;

"Related Rights" means, in relation to any Charged Securities:

- (i) all dividends, distributions and other income paid or payable on the relevant Charged Securities or any asset referred to in paragraph (ii) below;
- (ii) all rights, monies or property accruing or offered at any time in relation to the Charged Securities whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

"Relevant Contract" means each of the agreements specified in part 4 of schedule 2 of the Debenture (Details of Security Assets) together with each other agreement supplementing or amending or novating or replacing the same;

"Security Account" has the meaning given to that term in clause 10.6.1(b) of the Debenture;

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture;

"Security Beneficiaries" means the Secured Parties as that term is defined in the Facilities Agreement;

"Treasury Transactions" has the meaning ascribed to that term in the Facilities Agreement.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00917174

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ACCESSION DATED THE 31st MARCH 2006 AND CREATED BY BEJAM GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LANDSBANKI ISLANDS HF (THE SECURITY TRUSTEE) AND/OR THE OTHER 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 13th APRIL 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st APRIL 2006.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

PJC.