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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.

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

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

For official use

Company number

114

998625

00400024

Name of company

* Cooper Gay (Holdings) Limited (Chargor)

Date of creation of the charge

15 July 2008

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

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

Amount secured by the mortgage or charge

All monies and liabilities at the date of the Deed or any time thereafter due owing or incurred by the Chargor to the Finance Parties (or any of them) under the Finance Documents (or any of them) in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by any Finance Party under any Finance Document, except for any obligation which, if it were included here, would result in a contravention of section 151 of CA 1985, or its equivalent in any other jurisdiction
(Secured Obligations)

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

National Australia Bank Limited, London Branch (Registered Number ABN 12 004 044 937) (Security Trustee)

Postcode

Presenter's name address and reference (if any)

Addleshaw Goddard LLP
Alder Castle
10 Noble Street
London
EC2V 7JW

BUTAS/16124-80

Time critical reference

For official Use
Mortgage Section

FRIDAY



PMO 01/08/2008 438
COMPANIES HOUSE

*AYV1G41P
A49 17/10/2008 386
COMPANIES HOUSE
COMPANIES HOUSE

1 Charging provisions

1.1 General

The Chargor agreed that all Security created by the Chargor under clauses 3.2 (First legal mortgages) to 3.5 (Floating charge) of the Deed (referred to as clauses 1.2 to 1.5 of this Form 395) inclusive is

- (a) a continuing security for the payment and discharge of the Secured Obligations,
- (b) granted with full title guarantee,
- (c) granted in respect of all the right, title and interest (if any), present and future, of the Chargor in and to the relevant Secured Asset, and
- (d) granted in favour of the Security Trustee as security trustee for the Finance Parties

Continued at 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

Adrian Golden LLP Date 31 July 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)

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**.

† delete as
appropriate

Name of company

*insert full name
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* Cooper Gay (Holdings) Limited (Chargor)

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)

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)

1 2 **First legal mortgages**

The Chargor charged by way of first legal mortgage

- (a) the Properties,
 - (b) all other interests and estates in freehold, leasehold or commonhold property,
- and, in each case, all Fixtures on such property for the time being

1 3 **Assignments**

The Chargor assigned

- (a) the Relevant Agreements to which it is a party, and
- (b) the Relevant Policies to which it is a party

The Chargor agreed that it shall remain liable to perform all its obligations under each Relevant Agreement and each Relevant Policy to which it is a party

1 4 **First fixed charges**

The Chargor charged by first fixed charge

- (a) all other interests and estates in any freehold, leasehold or commonhold property,

Name of company

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- (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property,
- (c) the benefit of all other agreements, instruments and rights relating to its Secured Property,
- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them,
- (e) the Subsidiary Shares together with all Related Rights,
- (f) the Investments together with all Related Rights,
- (g) all book and other debts due to the Chargor and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them),
- (h) all monies from time to time standing to the credit of each Blocked Account,
- (i) all monies from time to time standing to the credit of each account held by the Chargor with any bank, building society, financial institution or other person, other than any Blocked Account and any Excluded Account (each a **Charged Account**),
- (j) all its Intellectual Property,
- (k) all its goodwill and uncalled capital,
- (l) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them, and
- (m) to the extent that any legal mortgage in clause 3 2 (First legal mortgages) of the Deed (referred to as clause 1 2 of this Form 395) or any assignment in clause 3 3 (Assignments) (referred to as clause 1 3 of this Form 395) is ineffective as a legal mortgage or assignment (as applicable), the assets referred to in that clause

1 5 Floating charge

The Chargor charged by way of first floating charge all its assets and undertaking wherever located both at the date of the Deed and anytime thereafter other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clauses 3 2 (First legal mortgages), 3 3 (Assignments) or 3 4 (First fixed charges) of the Deed (referred to as clauses 1 2, 1 3 and 1 4 of this Form 395)

1 6 Qualifying floating charge

The Chargor agreed that the Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under the Deed

1 7 Conversion of floating charge to a fixed charge

The Chargor agreed that the Security Trustee may, at any time by notice in writing to the Chargor, convert the floating charge created under clause 3 5 (Floating charge) of the Deed (referred to as clause 1 5 of this Form 395) into a fixed charge as regards any Floating Charge Asset as it shall specify in the notice if

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* Cooper Gay (Holdings) Limited (Chargor)

fixed charge as regards any Floating Charge Asset as it shall specify in the notice if

- (a) an Event of Default is continuing, or
- (b) in the opinion of the Security Trustee that Floating Charge Asset is in danger of being seized or any legal process or execution is being enforced against that Floating Charge Asset

1 8 Automatic conversion of floating charge to a fixed charge

The Chargor agreed that if (unless permitted in writing by the Security Trustee or expressly permitted under the terms of any Finance Document)

- (a) the Chargor creates or attempts to create any Security over any of its Floating Charge Assets,
- (b) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, or
- (c) any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration or reorganisation of the Chargor,

the floating charge created by the Deed will automatically and immediately without notice be converted into a fixed charge over the relevant assets or, in the circumstances described in clause 3 8(c) of the Deed (referred to as clause 1 8(c) of this Form 395), over all of the Floating Charge Assets

2 Continuing security

2 1 Continuing security

The Chargor agreed that the Security constituted by the Deed shall be continuing security and shall remain in full force and effect regardless of any intermediate payment or discharge by the Chargor or any other person of the whole or any part of the Secured Obligations

3 Negative pledge

3 1 The Chargor agreed that it shall not create or permit to subsist any Security over any of its assets

3 2 The Chargor agreed that it shall not

- (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by the Chargor,
- (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms,
- (c) 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
- (d) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial

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Indebtedness or of financing the acquisition of an asset

- 3 3 Clauses 5 1 and 5 2 of the Deed (referred to as clauses 3 1 and 3 2 of this Form 395) do not apply to any Security or arrangement which is Permitted Security

4 Further assurance

- 4 1 The Chargor agreed that it shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require) in favour of the Security Trustee or its nominee(s)
- (a) to create, perfect, protect and maintain the Security created or intended to be created under or evidenced by the Deed or for the exercise of any rights, powers and remedies of the Security Trustee or the Finance Parties provided by or pursuant to the Deed or by law,
 - (b) to confer on the Security Trustee or confer on the Finance Parties Security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to (but on terms no more onerous than applying to) the Security intended to be conferred by or pursuant to the Deed, and/or
 - (c) (if an Event of Default is continuing) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by or under the Deed
- 4 2 The Chargor agreed that it shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Trustee or the Finance Parties by or pursuant to the Deed
- 4 3 The Chargor agreed that any document required to be executed by the Chargor under clause 7 of the Deed (referred to as clause 4 of this Form 395) will be prepared at the reasonable cost of the Chargor

The following terms shall have the following meaning in this Form 395

Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration, or any other similar permission

Blocked Account means any account designated as a Blocked Account by the Borrower and the Security Trustee

CA 1985 means the Companies Act 1985

Event of Default means any event or circumstance specified in the Facility Agreement

Excluded Account means any account held by the Borrower at The Royal Bank of Scotland plc other than as may be agreed in writing by the Borrower and the Security Trustee

Facility Agreement means the facility agreement between the Chargor as Borrower and National Australia Bank Limited, London Branch as Arranger, Original Lender, Agent and Security Trustee and dated 15 July 2008 under

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of Company

* Cooper Gay (Holdings) Limited (Chargor)

which the Original Lender agreed to make available to the Chargor various loan facilities

Finance Document means any of the Facility Agreement, any Accession Deed, any Fee Letter, any Hedging Agreement, any Selection Notice, any Security Document, the Utilisation Request and any other document designated as a Finance Document by the Agent and CGH

Finance Party means any of the Agent, the Arranger, the Security Trustee, each Lender and each Hedge Counterparty

Financial Indebtedness means any indebtedness for or in respect of

- (a) monies borrowed
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the Accounting Principles, be treated as a finance or capital lease
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis)
- (f) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value as at the relevant date on which Financial Indebtedness is calculated (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account)
- (g) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution where the underlying obligation under such guarantee, bond, standby or documentary letter of credit or other instrument is in respect of any of the items referred to in paragraphs (a) to (f) above or (h) to (i) below
- (h) any amount of any liability under an advance or deferred purchase agreement if (i) one of the primary reasons behind entering into the agreement is to raise finance or (ii) the agreement is in respect of the supply of assets or services and payment is due more than 60 Business Days after the date of supply
- (i) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial or economic effect of a borrowing and
- (j) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (i)

Fixtures means, in respect of any Secured Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or at any time after the date of this Deed on that Secured Property

Floating Charge Assets means all the assets and undertaking from time to time subject to the floating charge created under clause 3.5 (Floating charge) of the Deed (referred to here as clause 1.5 of this Form 395)

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Intellectual Property means

- (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know how and other intellectual property rights and interests, whether registered or unregistered and
- (b) the benefit of all applications and rights to use such assets

Investments means any shares, stocks, debenture security, securities, bonds and investments of any type (other than the Subsidiary Shares) whatever, including but not limited to, negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22 of, and as defined in Part II of Schedule 2 to, the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held by the relevant Chargor or by a trustee or clearance system or nominee

Lender means

- (a) any Original Lender and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with the terms of the Facility Agreement

which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement

Permitted Security means

- (a) any Security arising under the Security Documents
- (b) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any member of the Group
- (c) any netting or set-off arrangement entered into by any member of the Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group but only so long as (i) such arrangement does not permit credit balances of the Borrower to be netted or set off against debit balances of members of the Group which are not the Borrower and (ii) such arrangement does not give rise to other Security over the assets of the Borrower in support of liabilities of members of the Group which are not the Borrower
- (d) any Security arising from the Borrower providing cash cover under the terms of any Finance Document
- (e) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group unless the occurrence of such default or omission is being contested in good faith by the relevant member of the Group with the relevant supplier
- (f) any Security or Quasi-Security arising as a consequence of any finance or capital lease permitted pursuant to paragraph (d) of the definition of Permitted Financial Indebtedness

Name of company

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of Company

* Cooper Gay (Holdings) Limited (Chargor)

paragraph (d) of the definition of Permitted Financial Indebtedness

- (g) any Security permitted by the Agent in writing
- (h) (to the extent such Security does not (in the reasonable opinion of the Agent) have a material adverse effect of any Security granted under any Finance Documents) any Security over assets acquired after the date hereof by any member of the Group and created at the time of acquisition to secure the repayment of the purchase price thereof or any loan incurred to finance that acquisition
- (i) any Security arising to secure any loan made under paragraph (c) of the definition of Permitted Loan to such extent as may be permitted by the relevant Subordination Deed or
- (j) any Security securing indebtedness the outstanding principal amount of which (when aggregated with the outstanding principal amount of any other indebtedness which has the benefit of Security given by any member of the Group other than any permitted under paragraphs (a) to (i) above) does not exceed £50,000 (or its equivalent in other currencies)

Properties mean the properties listed in schedule 1 (Properties)**Related Rights** means, in respect of any Investment or Subsidiary Share

- (a) all monies paid or payable in respect of that Investment or Subsidiary Share (whether as income, capital or otherwise)
- (b) all shares, investments or other assets derived from that Investment or Subsidiary Share and
- (c) all rights derived from or incidental to that Investment or Subsidiary Share

Relevant Agreement means

- (a) each Hedging Agreement and
- (b) each other agreement designated as a Relevant Agreement by the Security Trustee and the Chargor in writing

Relevant Policies means all policies of insurance present and future in which the Chargor has an interest (other than policies in respect of third party liability) together with all monies payable in respect of those policies**Secured Property** means, at any time, the Properties and all other freehold, leasehold or commonhold property which is subject to any Security created by, under or supplemental to, the Deed**Security** means a mortgage, charge, pledge, lien, assignment or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect**Secured Assets** means all of the assets of the Borrower which from time to time are, or are expressed to be, the subject of the Transaction Security**Subsidiary Shares** means all shares present and future held by the Chargor in its Subsidiaries (including those listed in schedule 2 (Subsidiary Shares))

Company number

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Name of company

*insert full name
of Company

* Cooper Gay (Holdings) Limited (Chargor)

Schedule 1

Properties

None at the date of this Deed

Schedule 2

Subsidiary Shares

Name and registered number of Subsidiary	Number and class of shares
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FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 998625
CHARGE NO. 4**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 15 JULY 2008
AND CREATED BY COOPER GAY (HOLDINGS) LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO THE FINANCE PARTIES (OR ANY OF THEM)
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 1 AUGUST 2008**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 OCTOBER
2008**



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**