

CHFP025

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***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

1499284

Name of company

* Parc Group (UK) Limited ("Company")

Date of creation of the charge

4 December 2007

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

Debenture ("Debenture")

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 Company to the Lender or any other company which is a member of the same group of companies as the Lender (including all monies covenanted to be paid under the Debenture) ("**Secured Obligations**"),

All capitalised terms not defined elsewhere in this form 395 are as defined in annexure 1 to this form 395

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

The Governor and Company of the Bank of Ireland, Lower Baggot Street, Dublin ("Lender")

Postcode **Dublin 2**

Presenter's name address and
reference (if any)

DLA Piper UK LLP

India Buildings

Water Street

Liverpool

L2 ONH

AMN/MDC/104270/120084/17030705

Time critical reference

For official Use (02/06)

Mortgage Section

Post room

FRIDAY



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A53

21/12/2007

549

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

The Company charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by the Company, or in which it from time to time has an interest

- (a) by way of first legal mortgage
- (i) the Property (if any) specified in annexure 2 to this Form 395, and
- (ii) all other Property (if any) at the date of the Debenture vested in, or charged to, the Company (not charged by clause 4 1(a)(i) of the Debenture),

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 DRA Piper UK LLP

Date 18 December 2007

On behalf of XXXXXX XXXXXXXX XXXXXX ^{mortgagee} ~~XXXXXX XXXXXXXX XXXXXX~~ [†] ~~XXXXXX XXXXXXXX XXXXXX~~

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

* Parc Group (UK) Limited ("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)

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)

(b) by way of first fixed charge

(i) all other Property and all interests in Property (not charged by clause 4 1(a) of the Debenture), and

(ii) all licences to enter upon or use land and the benefit of all other agreements relating to land,

(iii) the proceeds of sale of all Property

(c) by way of first fixed charge all plant and machinery (not charged by clauses 4 1(a) or 4 1(b) of the Debenture) and the benefit of all contracts, licences and warranties relating to the same,

(d) by way of first fixed charge

(i) all computers, vehicles, office equipment and other equipment (not charged by clause 4 1(c) of the Debenture), and

(ii) the benefit of all contracts, licences and warranties relating to the same,

(e) by way of first fixed charge all Charged Securities, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,

(f) by way of first fixed charge

Name of company

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* Parc Group (UK) Limited ("Company")

- (i) the Deposit Account and the Account Balance,
- (ii) the Security Accounts and all monies at any time standing to the credit of the Security Accounts, and
- (iii) all accounts with any bank, financial institution or other person not charged by clause 4 1(f)(i) of the Debenture and all monies at any time standing to the credit of such accounts,

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,

- (g) by way of first fixed charge all Intellectual Property,
- (h) to the extent that any Assigned Asset is not effectively assigned under clause 4 2 (*Security Assignments*) of the Debenture, by way of first fixed charge such Assigned Asset,
- (i) by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture)
 - (i) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Company or the use of any of its assets, and
 - (ii) any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it, and
- (j) by way of first fixed charge all of the goodwill and uncalled capital of the Company

The Company assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to

- (a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising therefrom,
- (b) the Insurances, all claims under the Insurances and all proceeds of the Insurances, and
- (c) the Rental Income and the benefit to the Company of all other rights and claims to which the Company is now or may in the future become entitled to in relation to the Property,
- (d) all other Receivables (not assigned under clauses 4 2(a), 4 2(b) or 4 2(c) of the Debenture)

To the extent that any Assigned Asset described in clause 4 2(b) of the Debenture 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 Company to any proceeds of the Insurances

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

- (a) assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or

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assigned pursuant to clause 4.1 (*Fixed charges*) of the Debenture, clause 4.2 (*Security assignments*) of the Debenture or any other provision of the Debenture, and

(b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland

The Company shall not or agree to without the prior written consent of the Lender create or permit to subsist any Security Interest on any Security Asset except a Security Interest which is expressly permitted by the relevant Facility Agreement

Paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Debenture (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986)

All capitalised terms not defined elsewhere in this form 395 is as defined in annexure 1 to this form 395

PARC GROUP (UK) LIMITED

Annexure 1 to Form 395

Definitions

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 4.2 (*Security assignments*) of the Debenture,

"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 all 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 as in force at the date of the Debenture) now or in future owned (legally or beneficially) by the Company or in which the Company has an interest at any time,

"Facility Agreement" means all and any loan agreements, facility letters or other documents entered into between the Company and the Lender which give rise to the Secured Obligations,

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

"Intellectual Property" means all present and future legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Company in, or relating to, registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names, database rights, domain names and any other rights of every kind deriving from or through the exploitation of any of the foregoing,

"Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to or charged to the Company or in which the Company has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in annexure 2 to this form 395) together with

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon,
- (b) all easements, rights and agreements in respect thereof, and
- (c) 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 Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with

- (a) the benefit of all rights, guarantees, Security Interests 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
- (b) all proceeds of any of the foregoing,

"Related Rights" means, in relation to any Charged Security

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition,
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

"Relevant Contract" means each agreement (if any) specified in annexure 3 to this form 395 together with each other agreement supplementing or amending or novating or replacing the same,

"Rental Income" means all amounts payable to or for the benefit of the Company arising from the letting use or occupation of the Property including (but without double counting)

- (i) rents, licence fees and equivalent sums reserved or made payable,
- (ii) sums received from any deposit held as security for performance of any occupational tenant's obligations,
- (iii) any other monies payable in respect of use and/or occupation,
- (iv) proceeds of insurance in respect of loss of rent,
- (v) receipts from or the value of consideration given for the surrender or variation of any letting,
- (vi) proceeds paid by way of reimbursement of expenses incurred or on account of expenses to be incurred in the management, maintenance and repair of, and the payment of insurance premiums for, the Property,
- (vii) proceeds paid for a breach of covenant under any occupational lease and for expenses incurred in relation to any such breach,
- (viii) any contribution to a sinking fund paid by an occupational tenant,
- (ix) any contribution by an occupational tenant of the Property to ground rent due under any lease out of which any of the Company derives its interest in the Property,
- (x) any payment from a guarantor or other surety in respect of any of the items listed in this definition,
- (xi) interest, damages or compensation in respect of any of the items in the definition,

"Security Account" has the meaning given to that term in clause 11 6(a)(ii) 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 Interest" means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security

Company number 1499284

PARC GROUP (UK) LIMITED

Annexure 2 to Form 395

Property

- 1 Lower Ground Floor, 22 Queen Anne's Gate, London SW1, and
- 2 Ground Floor and First Floor, 11 South Street, Havant, Hampshire PO9 1BU

Company number 1499284

PARC GROUP (UK) LIMITED

Annexure 3 to Form 395

Relevant Contracts

None

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 01499284

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 4th DECEMBER 2007 AND CREATED BY PARC GROUP (UK) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 21st DECEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd JANUARY 2008

Pangels



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES