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

9111

01499284

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 monies which are now or shall for the time being be due owing or incurred to the Lender by the Company whether solely or jointly with any other person and whether as principal or as surety and including interest, discount, commission, fees and other expenses computed and compounded as agreed from time to time between the Company and the Lender

("Secured Obligations")

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 0NH

AMN/MDC/104270/120084/17102170

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

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21/12/2007

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

The Company, as continuing security for the payment and discharge of all moneys and liabilities hereby agrees to pay or discharge by them

1 By way of grant convey assign transfer and demise unto the Lender all that and those the lands hereditaments and premises vested in it, including all that portion of the first floor of the building known as 2-4 Ely Place in the City of Dublin held by Parc Limited under indenture of lease dated 1 December 1994 and made between Trans-Line Limited of the one part and Pioneer Management (Ireland) Limited of the other part for a term of 25 years from 9 December 1994 and subject to the covenants and conditions contained therein and which indenture of lease was assigned to Parc Limited pursuant to a deed of assignment to Parc Limited dated 25 September 2003 ("Real Property") other than

1 1 the parts thereof the ownership of which is registered in the Land Registry pursuant to the provisions of the Registration of Deeds and Title Acts 2006, and

1 2 those lands hereditaments and premises of leasehold tenure in respect of which the consent of the lessor, being required for a sub-demise, is not forthcoming at the date hereof,

to hold the same as to so much thereof as is of freehold tenure (including that held under a fee farm grant) unto the Lender in fee simple and as to so much thereof as is of leasehold tenure unto the Lender for the residue or residues

Particulars as to commission allowance or discount (note 3)

Nil

Signed DA Pyle UKLP

Date 18 December 2007

On behalf of [company] [mortgagee/chargee] †

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**

Please do not write in this margin

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

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

† delete as appropriate

Name of company

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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)

of the respective terms of years for which the Company now holds the same less the last three days of each such term subject to the proviso for redemption therein contained,

2 The Company

2 1 hereby declares that in respect of all or any of the Real Property they shall stand possessed of the reversion or respective reversions hereby reserved of the term or several terms of years for which the same are held in trust for the Lender (subject to any equity of redemption subsisting thereunder) and shall dispose of the same as the Lender may direct,

2 2 hereby authorises the Lender to appoint a new trustee or trustees of such reversion or respective reversions in place of the Company or any trustee or trustees appointed under the power as if it, he or they were incapable of acting in the trusts thereby declared,

2 3 hereby irrevocably appoint the secretary for the time being of the Lender the attorney of the Company to assign the said reversion or respective reversions in the name of the Company and on their behalf to such trustee or trustees subject to such equity of redemption (if any) as may for the time being be subsisting as aforesaid and to execute and do all deeds, documents and acts necessary or proper for that purpose, and

2 4 hereby acknowledge that upon any sale or foreclosure of such of the Real Property and for the purpose of vesting the said nominal reversion in the purchaser or any other person entitled to the derivative term of years hereby granted or in some trustee on his behalf the Lender may by deed appoint such purchaser or other person entitled as aforesaid or any other person or persons to be a new trustee or new trustees of the said nominal reversion in place of the Company whether consenting or not and to vest the said nominal reversion in the person or persons so appointed freed and discharged from all right or equity of redemption,

3 As a first fixed charge so much of the Real Property as is of leasehold tenure which is registered or in the course of being registered with the Land Registry or where such Real Property in respect of which the consent of the lessor, being required for a sub-demise, is not forthcoming on the date hereof,

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4 As a first fixed charge so much of the Real Property the ownership of which is registered in the Land Registry or is or will at any time be required to be or happen to be so registered pursuant to the provisions of the Registration of Deeds and Title Acts 2006 or any other Act or Rule together with all buildings, fixtures, (including trade fixtures) and fixed plant and machinery from time to time thereon,

5 By way of assent to the registration of the mortgage and charges hereby created as burdens on so much of the Real Property so mortgaged and charged and to any other registration which the Lender may lawfully obtain and consents to the use of the Land Certificate(s) or certificates evidencing ownership (if issued) thereto for such purposes,

6 As a first fixed charge in favour of the Lender all other (if any) freehold and leasehold lands hereditaments and premises now vested in them (whether or not registered) together with all buildings, fixtures, (including trade fixtures) and fixed plant and machinery from time to time thereon,

7 By way of first fixed charge any future estate or interest which the Company may from time to time hereafter acquire in the Real Property together with all buildings, fixtures including trade fixtures and fixed plant and machinery from time to time thereon,

8 By way of assignment to the Lender

8 1 any covenant agreement, acknowledgement or undertaking for road-making or for the payment of road charges or other private street improvement or drainage expenses in respect of the Real Property (or documents of title thereto) or any indemnity against payment of such charges or expenses,

8 2 any other covenant agreement undertaking charge right remedy or indemnity in relation to the Real Property or any rent payable thereout or charge thereon,

8 3 all rights of the Company to be paid or receive compensation under any Statute by reason of any compulsory acquisition requisitioning or other exercise of compulsory powers in relation to the Real Property or assets or any refusal withdrawal or modification of planning permission or approval relative thereto or any control or limitation imposed upon or affecting the use of the Real Property and so that the production hereof to the authority or person liable to pay such compensation shall be a sufficient authority to it or him to pay all such sums to the Lender,

9 By way of first fixed charge

9 1 the bank accounts in the name of the Company or held in the name of another but with the Company as beneficial owner, including without prejudice to the generality of the foregoing, the bank accounts specified in the First Schedule of the Debenture ("Bank Accounts") (none specified) and the moneys in such accounts, interest thereon and all rights and powers of recovery in respect thereof,

9 2 all book debts and other debts, revenues and claims both present and future (including choses in action which may give rise to a debt, revenue or claim) due or owing or which may become due and owing to or purchased or otherwise acquired by the Company and the proceeds of payment or realization of same and the full benefit of all rights and remedies relating thereto including but not limited to any negotiable or non-negotiable instruments, guarantees, indemnities, debentures, legal and equitable charges, and other security, reservation of title or other proprietary rights, rights of tracing, liens and all other rights and remedies of whatsoever nature in respect of same ("Book Debts"),

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9 3 all the Company's present and future fixed and moveable plant, machinery, vehicles, equipment, fixtures, implements and utensils, including, without prejudice to the generality of the foregoing, all plant, machinery and equipment set out in the First Schedule to the Debenture ("Plant") (none specified),

9 4 all licences, permits, wayleaves, approvals, authorizations and consents including but not limited to those set out in the First Schedule of the Debenture ("Licences") (none specified),

9 5 all stocks, shares, bonds, warrants, bearer instruments, options and securities of any kind whatsoever whether marketable or otherwise and all other interests including but not limited to loan capital, debentures, debenture stocks or other obligations in any company, firm consortium or entity wheresoever situate including all allotments, accretions, offers, rights benefits or advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all stocks, shares, rights, money or property accruing thereto or offered at any time by way of rights, conversation redemption, bonus, preference, option or otherwise in respect thereof,

9 6 the Intellectual Property,

10 As a first fixed charge all the Company's uncalled capital for the time being and goodwill,

11 All present and future right, title and interest in and to (but none of the obligations or burdens of)

11 1 the agreements and contracts more particularly set out in the Second Schedule of the Debenture ("Agreements") (none specified) and all rights and remedies in connection with and all proceeds and claims arising therefrom, and the Company will notify each of the counterparties to each of the Agreements that the Company has so assigned the Agreements to the Lender in the form of the notice of assignment set out in the Second Schedule of the Debenture and the Company will procure that those counterparties execute an acknowledgement of assignment in the form of that set out in the Second Schedule of the Debenture,

11 2 any contract of insurance taken out by the Company or under which they have a right to claim ("Insurances"), all claims under the Insurances and all proceeds of the Insurances, and the Company will notify each of the insurers that the Company has so assigned the Insurances to the Lender in the form of the notice of assignment set out in the Third Schedule of the Debenture and the Company will procure that the insurers execute an acknowledgement of assignment in the form of that set out in the Third Schedule of the Debenture,

Provided that to the extent that any of the Agreements and Insurances herein are not assignable, the assignments which this 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 Agreements and the Insurances

12 By way of first floating charge

12 1 all the other undertakings, assets and property of the Company wheresoever and whatsoever both present and future and including their book debts and other debts now and from time to time due or owing to the Company together with all rights and powers of recovery in respect thereof, and

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12 2 without prejudice to the mortgages charges and assignments hereinbefore contained the property and assets referred to in paragraphs (1) to (12) to the extent that the mortgages charges and assignments therein may, notwithstanding the intention of the parties as evidenced herein, be construed not to constitute effective mortgages fixed charges or assignments,

13 The Company will not create or permit to subsist any mortgage or charge other than in favour of the Lender ranking in priority to or pari passu with the mortgages, charges and assignments hereby created, and

14 The Company from time to time within the Perpetuity Period do, execute, acknowledge and deliver all and every such further deeds, conveyances, assignments, demises, mortgages, charges, documents and assurances as are necessary or advisable or as the Lender may require for the purpose of giving the Lender a valid first, fixed and specific mortgage or charge or floating charge or other security upon all property and assets of the Company whether owned or hereafter acquired by the Company and for the better granting, conveying, assigning, transferring, demising or charging the same to the Lender for the purpose herein set forth and for conferring upon the Lender such power of sale and other powers of the said property and assets as are hereby expressed to be conferred

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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 28th DECEMBER 2007

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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —