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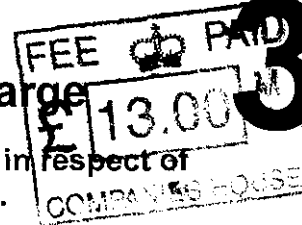
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\* Insert full name  
of company

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.



# 395

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number



3116584

Name of company

\*Croydex Limited (the "Company")

Date of creation of the charge

24 April 2006

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

Debenture and Guarantee between (1) the Company and Croydex Holdings Limited (as defined herein) as chargors, (2) the Security Trustee (as defined below) and (3) the Loan Note Holders (as defined herein) (the "**Debenture and Guarantee**")

Amount secured by the mortgage or charge

06  
T  
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The Company covenanted with the Security Trustee and the Loan Note Holders that it will pay and discharge on demand the Secured Liabilities (as defined herein) when the Secured Liabilities become due.

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

3i Group plc (as security trustee for the Loan Note Holders)  
16 Palace Street

London (the "**Security Trustee**")

Postcode SW1E 5JD

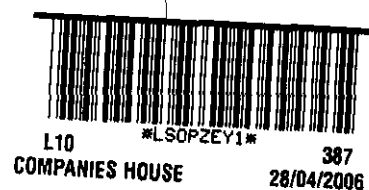
Presenter's name, address and  
reference (if any):

Zoe Smallman  
Osborne Clarke  
One London Wall  
London EC2Y 5EB

Time critical reference

For official use (02/2006)  
Mortgage Section

Post room



COM395/1

Short particulars of all the property mortgaged or charged

By way of continuing security for the payment and discharge of the Secured Liabilities the Company with full title guarantee charged or assigned (as the case may be) to the Security Trustee:

by way of fixed charge all estates and interests in any freehold and leasehold property of the Company both present and future (excluding the legally charged property) together with all buildings and fixtures (including trade and other fixtures) and fixed plant and machinery of the Company from time to time thereon and therein and the proceeds of sale thereof;

by way of fixed charge all stocks shares bonds loan capital and other securities both present and future belonging to the Company (including stocks or shares acquired pursuant to scrip dividends) and all rights relating thereto other than the right to be paid any dividend;

by way of fixed charge all Book Debts (as defined herein) and other debts both present and future due or owing to the Company;

See Continuation Sheet 1

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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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Osborne Clarke*

Date

*28/04/06*

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 are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:- Companies House, Crown Way, Cardiff CF4 3UZ.

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

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by way of fixed charge all the goodwill and uncalled capital of the Company both present and future;

by way of fixed charge all intellectual property rights and all licences and ancillary rights and benefits (other than royalties and other sums payable in respect thereof) both present and future of the Company;

by way of absolute legal assignment, the Contracts (as defined herein);

by way of floating charge the undertaking and all other property, assets and rights of the Company both present and future not otherwise effectively charged by way of fixed charge pursuant to the foregoing paragraphs.

The floating charge created above is a qualifying floating charge for the purpose of Paragraph 14 of Schedule B1 of the Insolvency Act 1986.

**Restrictions on the Company**

The Company shall not without the previous written consent of the Security Trustee:

sell, give or share possession of, grant or agree to grant any lease or tenancy of, or accept or agree to accept a surrender or any variation or addition to the terms of any lease or tenancy of, or otherwise dispose of the fixed charged property or any part thereof;

sell, assign or otherwise dispose of the whole or any substantial part of the floating charged property except in the ordinary course of business;

create or attempt to create any fixed mortgage charge or other security upon any part of the fixed charged property which would rank in priority to or pari passu with the fixed charges hereby created other than security granted to the Security Trustee;

allow any lien to arise on or affect any part of the charged property except in the case of a lien arising by operation of law in the ordinary course of business.

**Guarantee and Indemnity**

The Company irrevocably and unconditionally jointly and severally:

(a) guaranteed to the Loan Note Holders and the Security Trustee the punctual performance by the Debtor (as defined herein) of the obligations owed by the Debtor to the Security Trustee under the Finance Documents (as defined herein);

(b) undertakes with the Loan Note Holders and the Security Trustee that whenever the Debtor does not pay any amount when due under or in connection with any Finance Document, that Company shall immediately on demand pay that amount as if it was the principal obligor; and

(c) agrees as a primary obligation to indemnify the Security Trustee immediately on demand against any cost, loss or liability suffered by the Security Trustee if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which the Security Trustee would otherwise have been entitled to recover.

See Continuation Sheet 2

**Continuing Guarantee**

The guarantee is a continuing guarantee and will extend to the ultimate balance of all sums payable by the Debtor to the Loan Note Holders and the Security Trustee, regardless of any intermediate payment or discharge in whole or in part.

**Further charges**

The Company shall forthwith if and when called upon by the Security Trustee so to do execute in favour of the Security Trustee or as the Security Trustee shall direct such further legal and other mortgages and charges and assignments as the Security Trustee shall require of and on all the Company's estate and interest in the fixed charged property (including any vendor's lien) to secure all principal and other moneys intended to be hereby secured such mortgages or charges or assignments to be prepared by or on behalf of the Security Trustee at the cost of the Company and to be in such form as the Security Trustee may reasonably require.

**Further assurance**

The Company shall from time to time execute and do all such assurances and things as the Security Trustee may reasonably require for perfecting the security constituted by the Debenture and Guarantee and after the moneys secured by the Debenture and Guarantee shall have become payable for facilitating the realisation of the charged property or any part thereof and for exercising all powers authorities and discretions conferred by the Debenture and Guarantee or by law on the Security Trustee or any Receiver appointed by them.

**Definitions**

"Book Debts" means all debts due to the Company (including without limitation rents, dividends and royalties or other sums payable in respect of intellectual property rights) whether or not the sum is such as would in the ordinary course of business be entered in the books relating to such business and shall extend to and be deemed to include:

(a) the benefit of all rights securities and guarantees of any nature whatsoever enjoyed or held by the Company in relation thereto and all moneys becoming payable to the Company in respect of debts due to or claims (including insurance claims) by the Company and any contributions due to the Company's assets pursuant to any court declaration under sections 212 to 215 of the Insolvency Act 1986 notwithstanding that the amount thereof shall not have been quantified at the time when the moneys secured by the Debenture and Guarantee shall have become payable; and

(b) all moneys becoming payable to the Company in respect of Book Debts under or by virtue of any policy of insurance taken out by the Company against the non-payment of Book Debts

See Continuation Sheet 3

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**"charged property"** means all the property assets and rights charged under the Debenture and Guarantee

**"Contracts"** means all the Company's rights, title, interest and benefit in and to any contract in respect of the whole or any part of the charged property to which the Company is a party

**"Croydex Holdings Limited"** a company incorporated in England with number 3803130 and having its registered office at Central Way, Andover, Hampshire SP10 5AW

**"Debtor"** means Croydex Group Limited a company incorporated in England with number 5738322 and having its registered office at Central Way, Andover, Hampshire SP10 5AW

**"Finance Document"** means the Debenture and Guarantee, the Loan Note Instrument, the debenture entered into on or about the date of the Debenture and Guarantee by the Debtor in favour of the Security Trustee and any document entered into by the Debtor or the Company and Croydex Limited to secure the payment of all obligations to the Loan Note Holder and Security Trustee

**"fixed charged property"** means together all the property assets and rights charged under clauses 2.1 to 2.5 inclusive of the Debenture and Guarantee

**"floating charged property"** all the property assets and rights charged under clause 2.6 of the Debenture and Guarantee

**"costs"** shall (without prejudice to the generality of that expression) extend so as to include all costs and expenses (on a full indemnity basis) incurred at any time by the Loan Note Holders and Security Trustee in connection with the charged property or the Secured Liabilities or in taking or perfecting the Debenture and Guarantee or in any court proceedings relating to the charged property or part thereof where such proceedings are brought pursuant to the Insolvency Act 1986 and all costs and expenses (on a full indemnity basis) incurred by the Loan Note Holders and the Security Trustee in connection with the discharge and release of the Debenture and Guarantee and the security constituted thereunder

**"intellectual property rights"** means all rights in patents patent applications inventions trade marks trade mark applications service marks trade names registered designs copyrights know how confidential information trade secrets and any other intellectual property rights

**"legally charged property"** means any freehold or leasehold property of the Company which from time to time is and continues to be charged by way of legal mortgage in favour of the Security Trustee

**"Loan Note Holders"** means:

3i Group plc (registered number 1142830) whose registered office is at 16 Palace Street, London SW1E 5JD

3i NPM Smaller MBO Plan whose principal place of business is at 16 Palace Street, London SW1E 5JD

3i Smaller MBO Plan whose principal place of business is at 16 Palace Street, London SW1E 5JD

See Continuation Sheet 4

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

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"**Loan Notes**" means the £1,000,000 principal amount of secured loan notes of the Company

"**Loan Note Instrument**" means the instrument in the agreed form dated on or about the date of the Debenture and Guarantee executed by the Company constituting the Loan Notes

"**Secured Liabilities**" means all or any monies and liabilities which are for the time being (and whether on or any time after demand) due, owing or incurred in whatsoever manner to the Security Trustee and to the Loan Note Holders by the Company pursuant to the Loan Note Instrument together with all and any costs

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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. 03116584

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE AND GUARANTEE DATED THE 24th APRIL 2006 AND CREATED BY CROYDEX LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO 3I GROUP PLC (AS SECURITY TRUSTEE FOR THE LOAN NOTE HOLDERS) (THE "SECURITY TRUSTEE") AND THE LOAN NOTE HOLDERS 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 28th APRIL 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th MAY 2006.



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES