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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

[ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

03580998

Name of company

\* PCO 199 LIMITED (the "Chargor")

Date of creation of the charge

8 September 2008

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

Charge over Credit Balance.(the "Deed")

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 Bank, (the "Secured Obligations")

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

ANGLO IRISH BANK CORPORATION PLC (the "Bank"), acting through its branch at 10 Old Jewry,  
London

Postcode EC2R 8DN

Presenter's name address and  
reference (if any)

Tracy Howell  
DLA Piper UK LLP  
3 Noble Street  
London EC2V 7EE  
~~DX 33866 Finsbury Square~~

67529/120436

Time critical reference

For official Use (02/06)  
Mortgage Section

Post room

FRIDAY



\*AH27Q32V\*

A36

12/09/2008

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COMPANIES HOUSE

## 1. GRANT OF SECURITY

### 1.1 Nature of Security

All Security is created or made

1.1.1 in favour of the Bank,

1.1.2 with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994,

1.1.3 as continuing security for payment of all of the Secured Obligations and will extend to the ultimate balance of all the Secured Obligations regardless of any intermediate payment or discharge in whole or in part, and

1.1.4 is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security Interest which the Bank may at any time hold for any of the Secured Obligations

(see Addendum 4/4)

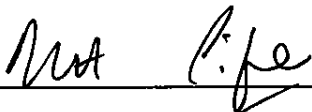
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legibly, preferably  
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Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date

8 September 2008

On behalf of ~~XXXXXXXX~~ [mortgagee/chargee] †

*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 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 situated 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

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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)

Note.

In this form:-

"Account Balance" means all monies at any time standing to the credit of the Security Account and

(i) all interest at any time accrued or accruing on such monies,

(ii) all investments at any time made out of such monies or account, and

(iii) all rights to repayment of any of the same,

"Security" means the mortgages charges assignments or other dispositions created by or pursuant to the Deed,

"Security Account" means the account or accounts of the Chargor with the Bank from time to time together with

(i) all additions to or renewals or replacements of such account (in whatever currency) and all investments made out of the same, and

(ii) all rights, benefits and proceeds in respect of such accounts (including interest and rights to repayment of any monies standing to the credit of such accounts),

"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 Deed,

"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

## 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 Fixed charge

The Chargor charged and agreed to charge to the Bank the Security Account and the Account Balance The Deed constituted notice to the Bank of the Security

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Name of company

\*insert full name  
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### 1.3 Right to enforce

The Deed may be enforced against the Chargor without the Bank first having recourse to any other right, remedy or Security Interest held by or available to it

## 2. RESTRICTIONS ON DEALING

### 2.1 Negative pledge

The Chargor will not do or agree to do any of the following without the prior written consent of the Bank

2 1 1 create or permit to subsist any Security Interest on the Security Account or the Account Balance, or

2 1 2 assign, 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 the Security Account or the Account Balance

### 2.2 No withdrawals

The Chargor will not withdraw or attempt or be entitled to withdraw (or direct any transfer of) all or any part of the Account Balance without the prior written consent of the Bank. The Bank shall be entitled in its absolute discretion to refuse to permit any such withdrawal or transfer

## 3. FURTHER ASSURANCE

The Chargor shall, at its own expense, promptly take whatever action the Bank may require for

3 1 creating, perfecting or protecting the Security Interests intended to be created by the Deed, and

3 2 facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by the Bank or any of its delegates or sub-delegates in respect of any Security Asset,

including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Bank or to its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case, the Bank may think expedient



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

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

**COMPANY NO. 3580998  
CHARGE NO. 10**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A CHARGE OVER CREDIT BALANCE  
DATED 8 SEPTEMBER 2008 AND CREATED BY PCO 199  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO ANGLO IRISH BANK  
CORPORATION PLC ON ANY ACCOUNT WHATSOEVER WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE  
COMPANIES ACT 1985 ON THE 12 SEPTEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 SEPTEMBER  
2008

*Handwritten signature*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES