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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

03921897

Name of company

\* Causeway Technologies Limited

Date of creation of the charge

1 October 2008

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

Guarantee and Debenture ("Deed")

Amount secured by the mortgage or charge

Please see Schedules 1 & 3 attached

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

Barclays Bank PLC, 15 Colmore Row, Birmingham

Postcode B3 2WN

Presentor's name address and  
reference (if any)

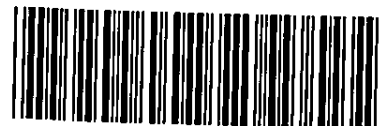
DLA Piper UK LLP  
Victoria Square House  
Victoria Square  
Birmingham  
B2 4DL

Ref 86677/120916/21219763

Time critical reference

For official Use (06/2005)  
Mortgage Section

SATURDAY



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04/10/2008

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see Schedules 2 & 3 attached

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legibly, preferably  
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bold block  
lettering*

Particulars as to commission allowance or discount (note 3)

None

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

Signed DLA Piper UK LLP

Date 3 October 2008

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

† 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**.

**SCHEDULES TO FORM 395 - RELATING TO  
CAUSEWAY TECHNOLOGIES LIMITED (03921897)  
AND A GUARANTEE AND DEBENTURE**

**Charge in favour of Barclays Bank PLC**

**SCHEDULE 1 - AMOUNT SECURED BY THE MORTGAGE OR CHARGE**

**1. YOUR COVENANT TO PAY**

1 1 By executing the Deed you

1 1 1 covenant to pay or discharge to us on our demand in writing all Indebtedness now or in the future due, owing or incurred (before or after that demand) by you to us in any manner

including in each case all interest, commission, fees, charges, costs and expenses which we may charge to you in the course of our business or incur in respect of you or your affairs. The interest will be calculated and compounded in accordance with our usual practice, before and also after any demand or judgment

"Indebtedness" includes any obligation for the payment or repayment by any of you to us of money in any currency, whether present or future, actual or contingent, joint or several, whether incurred as principal or surety or in any way whatsoever, including any liability (secured or unsecured) of yours to a third party which subsequently becomes payable to us by assignment or otherwise and including principal, interest, commission, fees and other charges,

**SCHEDULE 2 - SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR  
CHARGED**

**1. THE CHARGES YOU CREATE**

1 1 By executing the Deed you charge to us with full title guarantee with the payment or discharge of all Indebtedness

1 1 1 by way of legal mortgage, all freehold and leasehold Land in England and Wales now vested in you and not registered at H M Land Registry,

1 1 2 by way of fixed charge

1 1 2 1 all freehold and leasehold Land in England and Wales now vested in you and registered at H M Land Registry,

1 1 2 2 all other Land which is now, or in the future becomes, your property,

1 1 2 3 all plant and machinery now or in the future attached to any Land,

1 1 2 4 all rental and other income and all debts and claims which are due or owing to you now or in the future under or in connection with any lease, agreement or licence relating to Land,

- 1 1 2 5 all your Securities,
- 1 1 2 6 all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting you
- which relate to Assets themselves subject to a fixed charge in our favour, or
  - which are now or in the future deposited by you with us,
- together with all your rights and interests in these contracts and policies (including the benefit of all claims arising and all money payable under them),
- 1 1 2 7 all your goodwill and uncalled share capital for the time being,
- 1 1 2 8 all your Intellectual Property, present and future, including any Intellectual Property to which you are not absolutely entitled or to which you are entitled together with others,
- the benefit of all agreements and licences now or in the future entered into or enjoyed by you relating to the use or exploitation of any Intellectual Property in any part of the world,
- all trade secrets, confidential information and knowhow owned or enjoyed by you now or in the future in any part of the world,
- 1 1 2 9 all trade debts now or in the future owing to you,
- all other debts now or in the future owing to you save for those arising on fluctuating accounts with associates (as defined in section 53(3) of the Companies Act 1989),
- 1 1.2 10 the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to you as security in respect of any Asset itself subject to a fixed charge in our favour,
- 1 1 3 by way of floating charge
- 1 1.3 1 all your Assets which are not effectively charged by the fixed charges detailed above, and
- 1 1 3 2 without exception all your Assets insofar as they are situated for the time being in Scotland,

but in each case so that you shall not without our prior written consent

- create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking pari passu with or subject to, this floating charge),
- take any other step referred to in clause 5.1 of the Deed with respect to any of the Floating Charge Assets,
- sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business

1.2 We may at any time crystallise any floating charge created in clause 3.1.3 of the Deed into a fixed charge, or subsequently reconvert it into a floating charge, by notice in writing given at any time by us to the relevant chargor in relation to any or all Floating Charge Assets, as we specify in the notice

1.3 Subject to the rights of any prior mortgagee, you must

1.3.1 deposit with us for our retention all title deeds and documents relating to all Assets charged by way of fixed charge under clause 3.1 of the Deed, including insurance and assurance policies,

1.3.2 execute and deliver to us any documents and transfers we require at any time to constitute or perfect an equitable or legal charge or a pledge (at our option) over Securities including uncertificated Securities within any clearing, transfer, settlement and/or depositary system, and give any instructions and take any actions we may require to achieve this

1.4 Unless and until the Deed becomes enforceable or we direct otherwise

1.4.1 you may continue to exercise all voting and other rights attaching to Securities as long as you remain their registered owner,

1.4.2 if Securities are registered in our nominee's name, all voting and other rights attached to them will be exercised by the nominee in accordance with the instructions that the relevant chargor issues from time to time. In the absence of instructions, the nominee will refrain from exercising any of these rights

1.5 Any mortgage, fixed charge or other fixed security which any of you create in our favour will have priority over the floating charge created by clause 3.1.3 of the Deed unless we state otherwise on or after its creation

1.6 Any debentures, mortgages or charges (fixed or floating) which any of you create in the future (except those in our favour) shall be expressed to be subject to the Deed and shall rank in order of priority behind the charges created by the Deed

## **2. COLLECTING RECEIVABLES**

- 2 1 You must collect and realise all your Receivables and immediately on receipt pay all money which you receive in respect of them into your bank account with us, or into any other account designated by us, in each case on such terms as we may direct. Pending that payment, you will hold all money so received upon trust for us. You may not, without our prior written consent, charge, factor, discount, assign, postpone, subordinate or waive your rights in respect of any Receivable in favour of any other person or purport to do so.
- 2 2 If a credit balance on any account of yours with us includes proceeds of Receivables credited or transferred to that account, we shall have an absolute discretion whether to permit or refuse to permit you to utilise or withdraw that credit balance and we may in our sole discretion at any time transfer all or any part of that credit balance to any other account of yours with us or to an account in our own name.
- 2 3 If we release, waive or postpone our rights in respect of any Receivables for the purpose of enabling any of you to factor, discount or otherwise sell them to us or to a third party, the charges created by the Deed will in all other respects remain in full force and effect. In particular, all amounts due to the relevant chargor from us or the third party and any Receivables re-assigned or due to be re-assigned to the relevant chargor will be subject to the relevant fixed charge detailed in clause 3.1.2 of the Deed, subject only to any defences or rights of retention or set-off which we or the third party may have against the relevant chargor.

## **3. NEGATIVE PLEDGE AND OTHER RESTRICTIONS**

You may not, except with our prior written consent

- 3 1 create or attempt to create any fixed or floating security of any kind or any trust over any of your Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of your business) to arise or subsist over any of your Assets,
- 3 2 sell, assign, lease, license or sub-license, or grant any interest in, your Intellectual Property Rights, or purport to do so, or part with possession or ownership of them, or allow any third party access to them or the right to use any copy of them.

## **4. FURTHER ASSURANCE**

You must on our demand in writing execute and deliver to us at your cost any document that we may require further to secure the payment of the Indebtedness, or to create, enhance or perfect any fixed security over any of the Assets, or to give full effect to the Deed, or to vest title to any of the Assets in us or our nominee or any purchaser.

## **5. CONTINUING SECURITY**

The Deed will remain a continuing security in our favour, regardless of any settlement of account or any other matter whatever, and shall be without prejudice and in addition to every other right, remedy or security which we may have now or in the future in respect of any of the Assets for the payment of any Indebtedness.

### SCHEDULE 3 - TABLE OF DEFINITIONS

**"Agent"** means the company named as Agent on the front page of the Deed and includes any successor appointed under clause 18 1 of the Deed,

**"Assets"** means all your undertaking, property, assets, rights and revenues, whatever and wherever in the world, present and future, and includes each or any of them,

**"Floating Charge Assets"** means those of your Assets that are for the time being comprised in the floating charge created by clause 3 1 3 of the Deed, but only insofar as concerns that floating charge,

**"Intellectual Property"** means all patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) and in each case, any extensions and renewals of, and any applications for, these rights,

**"Intellectual Property Rights"** means all and any of your Intellectual Property and all other intellectual property rights and other rights, causes of action, interests and assets comprised in clause 3 1 2(h) of the Deed,

**"Land"** includes freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures),

**"Receivables"** means all sums of money receivable by you now or in the future consisting of or payable under or derived from any Assets referred to in clause 3 1 2 of the Deed,

**"Securities"** means all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person (other than that one of you) and all other investments as listed in Part II of Schedule 2 to the Financial Services and Markets Act 2000

- which now or in the future represent a holding in a subsidiary undertaking (as defined in section 258 of the Companies Act 1985) or an undertaking which would be a subsidiary undertaking if in sub-section (2)(a) of that section "30 per cent or more" were substituted for "a majority", or
- the certificates for which are now or in the future deposited by you with us or which, if uncertificated, are held in an escrow or other account in our favour or held in our name or that of our nominee or to our order,

including in each case all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise,

**"we", "our", and "us"** refer to Barclays Bank PLC and any transferee or successor whether immediate or derivative,

**"you" and "your"** refer to each company named as a Company on the front page of the Deed and the Agent named on the front page of the Deed and include any company which accedes as a party to the Deed under clause 19 of the Deed (with effect from the time of its accession) except that paragraph 1 of the first schedule applies to that schedule,

Any reference to any statute or any section of any statute is deemed to include reference to any statutory modification or re-enactment of it for the time being in force





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

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

**COMPANY NO. 3921897  
CHARGE NO. 3**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A GUARANTEE & DEBENTURE  
DATED 1 OCTOBER 2008 AND CREATED BY CAUSEWAY  
TECHNOLOGIES LIMITED FOR SECURING ALL MONIES DUE  
OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS  
BANK PLC ON ANY ACCOUNT WHATSOEVER WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE  
COMPANIES ACT 1985 ON THE 4 OCTOBER 2008**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 OCTOBER 2008**



*Companies House*  
— for the record —

*P. Neel*



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