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CHFP025

Please do not
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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

[3][1][1][1][1]

Company number

04041884

00400041 MC

Name of company

* Robert Dyas Holdings Limited (the "Chargor").

Date of creation of the charge

10 September 2009.

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

A Debenture (the "Debenture") dated 10 September 2009 and made between (1)
the Chargor and (2) Lloyds TSB Bank PLC as trustee and agent for the
Secured Parties (as defined herein) (the "Security Trustee").

Amount secured by the mortgage or charge

Please see rider 1.

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

Lloyds TSB Bank PLC
25 Gresham Street
London

Postcode EC2V 7HN

Presentor's name address and
reference (if any):
CMS Cameron McKenna LLP

Mitre House
160 Aldersgate Street
London, EC1A 4DD

CLWT/NAHR/107260.00182 (22835598)

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room

THURSDAY



LD4

LOWWRDCT

17/09/2009

79

COMPANIES HOUSE

Please return via
CH London Counter

Short particulars of all the property mortgaged or charged

Please see rider 2.

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)

N/A

Signed CMS Cameron McKenna LLP Date 17/09/2009

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 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

Form M395

Company Name: Robert Dyas Holdings Limited
Company Number: 04041884

Rider 1

Amount Secured by the Mortgage or Charge

All present and future indebtedness, monies, obligations and liabilities of the Chargor to the Finance Parties under the Debenture and each of the other Finance Documents in whatever currency denominated whether actual or contingent, present or future and whether owed jointly or severally or as principal or as surety or in some other capacity, including any liability in respect of any further advances made under the Finance Documents, together with the Finance Parties' charges and commission, interest and Expenses ("**Secured Liabilities**").

Form M395

Company Name: Robert Dyas Holdings Limited
Company Number: 04041884

Rider 2

Short Particulars of all the Property Charged (continued)

1. *The Chargor, as security for the payment, discharge and performance of all the Secured Liabilities, charged to the Security Trustee:*
 - 1.1 **Scheduled Property** - by way of a first legal mortgage the freehold, commonhold and leasehold property specified in Schedule 1 (*Real Property*) of the Debenture (if any);
 - 1.2 **Unscheduled Property** - by way of first fixed charge all estates or interests in any other freehold, commonhold and leasehold property both present and future provided that none of the foregoing shall apply to the leasehold property known as Unit 1, 57-59 Crockhamwell Road, Woodley, Berkshire for so long as such property is subject to an Exclusion in respect of the fixed charge created pursuant to clause 3.1 of the Debenture which is not Satisfied;
 - 1.3 **By way of first fixed charge:**
 - 1.3.1 **Rental income** - any amounts owing to the Chargor by way of rent, licence fee, service charge, dilapidations, ground rent and rent charge in respect of the Mortgaged Property;
 - 1.3.2 **Fixed or other plant and machinery** - all fixed and other plant and machinery, computers, vehicles and office equipment owned by it and its interest in any such items in its possession (but excluding any of those items to the extent that they are part of its stock in trade);
 - 1.3.3 **Insurances** - to the extent not assigned pursuant to Clause 3.2 of the Debenture (which is set out in paragraph 1.3.16 of this Form 395), the benefit of the Chargor's rights and interests in and in connection with all Insurances including all claims, the proceeds of all claims and returns of premium;
 - 1.3.4 **Licences on land** - all licences both present and future held by the Chargor to enter upon or use land and/or to carry on the business carried on on that land and the benefit of all other agreements relating to land to which the Chargor is or may become a party or be otherwise entitled;
 - 1.3.5 **Book Debts** - all the present and future book debts of the Chargor (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same);
 - 1.3.6 **Other Debts** - all other debts or monetary claims of the Chargor, including all choses in action which may give rise to a debt (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same);
 - 1.3.7 **Bank Accounts and Deposits** - all money from time to time deposited with or standing to the credit of any bank account of the Chargor with any person

(including the Security Trustee or any other bank or financial institutions, including without limitation, each of the other Finance Parties), or in which the Chargor is interested, including any rent deposit given to secure liabilities of or to the Chargor in relation to land, any retention or similar sum arising out of a construction contract or any other contract (and in each case, any cheque, bill, note, negotiable instrument or other document representing the same), the Realisation and the Deposit Account;

- 1.3.8 Securities - all Securities and Related Rights;
- 1.3.9 Uncalled Capital - its present and future uncalled capital;
- 1.3.10 Goodwill - its present and future goodwill;
- 1.3.11 Intellectual Property - its Intellectual Property;
- 1.3.12 Other I.P. Rights - its Other I.P. Rights;
- 1.3.13 Licences, etc. - the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any other Security Asset and the right to recover and receive all compensation which may be payable to it in respect of them;
- 1.3.14 Credit Agreement - the benefit of any agreement entered into by or of which the Chargor has the benefit under which credit is provided to any person of any amount;
- 1.3.15 Contracts - the benefit of:
 - (a) each of the Specified Contracts referred to in Schedule 4 (*The Specified Contracts*) of the Debenture;
 - (b) any currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement entered into by the Chargor or of which the Chargor has the benefit, whether entered into with any of the Finance Parties or any other person;
 - (c) all contracts, guarantees, appointments, warranties and other documents to which the Chargor is a party or in favour of the Chargor or of which the Chargor has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises;
 - (d) all of the contracts for the supply of goods and/or services by or to the Chargor or of which the Chargor has the benefit, including any contracts of hire or lease of chattels; and
 - (e) all agreements entered into by the Chargor or of which the Chargor has the benefit under which credit of any amount is provided to any person, including, but not limited to:
 - (i) the right to demand and receive all monies whatsoever payable to or for the benefit of the Chargor under or arising from them;

- (ii) all remedies provided for in them or available at law or in equity;
- (iii) the right of the Chargor to compel performance of them; and
- (iv) all other rights, interests and benefits whatsoever accruing to or for the benefit of the Chargor arising from them.

1.3.16 The Chargor, as security for the payment, discharge and performance of all the Secured Liabilities, assigns to the Security Trustee absolutely by way of a first legal assignment the Insurance Policies.

1.4 By Way Of Floating Charge:

1.4.1 The Chargor as security for the payment, discharge and performance of all of the Secured Liabilities, charged in favour of the Security Trustee by way of a first floating charge all its undertaking and all its other property, assets and rights whatsoever, all the stock in trade of the Chargor and the property, assets and rights not otherwise validly and effectively mortgaged, charged or assigned by way of first legal or equitable mortgage, first fixed charge or first legal or equitable assignment in Clause 3 (*Fixed Security*) of the Debenture.

NOTES

A The Debenture contains the following provisions:

1. *Negative Pledge and Restriction on Disposals*

1.1 The Chargor shall not:

- 1.1.1 create or permit to subsist any Security Interest on any Security Asset other than one expressly permitted under the Finance Documents or with the prior written consent of the Security Trustee; or
- 1.1.2 sell, transfer, grant, lease, factor, discount or otherwise dispose of any Security Asset or permit the same to occur, except (a) for the disposal in the ordinary course of trade of any Security Asset which is subject only to the floating charge created by the Debenture (other than leasehold property); or (b) where such disposal is expressly permitted under the Finance Documents; or
- 1.1.3 enter into any sale or agency agreement, stock financing or other arrangement which has the same economic effect as creating a Security Interest over any Security Assets.

Qualifying Floating Charge

- 1.2 The provisions of paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Deed.

2. *A reference in this form and in the Debenture to a charge, assignment or mortgage of any asset includes:*

- 2.1 the proceeds of sale of any part of that asset;
- 2.2 the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that asset or any moneys paid or payable in respect of those covenants; and
- 2.3 in respect of the Mortgaged Property, all Premises and fixtures (including trade fixtures and fittings and tenants' fixtures and fittings) on the Mortgaged Property.

B Definitions

The following terms have the following meanings in this Form 395:

"Agent" means Lloyds TSB Bank PLC as agent of the other Finance Parties

"Accession Letter" means a document substantially in the form set out in Schedule 6 (*Form of Accession Letter*) of the Restated Facility Agreement;

"Affiliate": in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

"Ancillary Document" means each document relating to or evidencing the terms of an Ancillary Facility.

"Ancillary Facility": means any ancillary facility made available by an Ancillary Lender in accordance with Clause 9 (*Ancillary Facilities*) of the Restated Facility Agreement.

"Ancillary Lender" means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with Clause 9 (*Ancillary Facilities*) of the Restated Facility Agreement;

"Charged Property": all of the assets of the Obligors which from time to time are, or are expressed to be, the subject of the Transaction Security.

"Company": Cleeve Court Holdings Limited (registered in England and Wales with company number: 06815364).

"Compliance Certificate" a certificate substantially in the form set out in Schedule 8 (*Form of Compliance Certificate*) of the Restated Facility Agreement.

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee.

"Deposit Account" means the interest bearing blocked deposit account, opened by the Chargor with Allied Irish Banks plc account number 8000585.

"Enforcement Date" means the date on which the Agent exercises its rights in accordance with Clause 28.31 (*Acceleration*) of the Restated Facility Agreement.

"Exclusion" means a legal, valid and binding restriction on the creation of a Security Interest over an asset existing as at the date of the Debenture without the consent or action of a third party, breach of which would materially impair or destroy property or other rights of the Chargor in relation to or in connection with such asset other than in any such case any member of the Group;

"Expenses" means all expenses (on a full indemnity basis) including costs, legal costs, charges, expenses and damages sustained or incurred by the Security Trustee or any receiver or delegate at any time in connection with the Security Assets or the Secured Liabilities or in taking or perfecting the Debenture (in each case properly incurred) or in protecting, preserving, defending or enforcing the security created by the Debenture or in exercising any power under the Debenture (including any payments made on the Chargor's behalf under any terms of the Debenture) or otherwise with interest from the date they are incurred;

"Fee Letter": any letter or letters dated on or about the date of the Restated Facility Agreement between the Agent and the Company (or the Security Trustee and the Company) setting out any of the fees referred to in Clause 17 (*Fees*) of the Restated Facility Agreement.

"Finance Documents" means the Restated Facility Agreement, any Accession Letter, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a **"Finance Document"** by the Agent and the Company;

"Finance Party" means the Agent, the Security Trustee, a Lender, the Issuing Bank, any Hedge Counterparty or any Ancillary Lender;

"Group" means the Company and each of its Subsidiaries for the time being;

"Hedge Counterparty" means:

- (a) any original Hedge Counterparty; and
- (b) any person which has become a Party as a Hedge Counterparty in accordance with the terms of the Intercreditor Agreement;

which, in each case, is or has become, a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement;

"Hedging Agreement" means the master agreement, confirmation, schedule or other agreement in agreed form entered into by the Company and the Hedge Counterparty for the purpose of hedging the types of liabilities and/or risks in relation to the Term Facility which, at the time that that master agreement, confirmation, schedule or other agreement (as the case may be) is entered into the Lenders require to be hedged;

"Holding Company": in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

"Insurance Policies": means (1) the commercial combined insurance with insurance policy number SZ/115075476682, (2) the computer insurance with insurance policy number NK/12810566, (3) the engineering inspection insurance with insurance policy number NV/13669821, (4) the motor fleet insurance with insurance policy number 090/931/AT368245, (5) the household insurance with insurance policy number 6/K/3270602/03, (6) the legal expenses insurance with insurance policy number TT8/3622488, (7) the marine insurance, (8) the personal accident insurance with insurance policy number KNSAPAR26722, (9) the trustees indemnity insurance with insurance policy number 82030005D, (10) the group travel insurance with insurance policy number KNSACTS23062 and (11) the excess liability insurance;

"Insurances" means any contracts and policies of insurance or assurance including (without limitation) life policies or the proceeds thereof together with all bonuses and other moneys, benefits and advantages that may become payable or accrue under them or under any substituted policy or under any new policy effected after the date of the Debenture taken out by the Chargor or (to the extent of its interest) in which the Chargor has an interest;

"Intellectual Property" means:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of each member of the Group;

“Intercreditor Agreement” means the intercreditor agreement dated the same date as the Debenture and made between, among others, the Company and each member of the Group, the Finance Parties, the Ancillary Lenders and the Hedge Counterparties;

“Issuing Bank” means Lloyds TSB Bank PLC and any other Lender which has notified the Agent that it has agreed to the Company’s request to be an Issuing Bank pursuant to the terms of the Restated Facility Agreement (and if more than one Lender has so agreed, such Lenders shall be referred to whether acting individually or together as the **“Issuing Bank”**) provided that, in respect of a Letter of Credit issued or to be issued pursuant to the terms of the Restated Facility Agreement, the **“Issuing Bank”** shall be the Issuing Bank which has issued or agreed to issue that Letter of Credit;

“Lender” has the same meaning as in the Restated Facility Agreement;

“Letter of Credit” means:

- (a) a letter of credit, substantially in the form set out in Schedule 11 (*Form of Letter of Credit*) of the Restated Facility Agreement or in any other form requested by the Company; or
- (b) any guarantee, indemnity or other instrument in a form requested by a Borrower (or the Company on its behalf),

agreed by the Agent and the Issuing Bank in the case of a Letter of Credit to be drawn from the Lloyds L/C Facility and agreed by the Agent and each Lender in the case of a Letter of Credit to be drawn from the Super Senior Facility;

“Lloyds L/C Facility” means that part of the Revolving Facility provided by Lloyds TSB Bank plc which can only be drawn as Letters of Credit up to an aggregate limit of £1,750,000.

“Mortgaged Property” means any freehold, commonhold or leasehold property the subject of the security created by the Debenture;

“Obligor” means a Borrower or a Guarantor as defined in the Restated Facility Agreement;

“Original Lender” means Lloyds TSB Bank plc;

“Other IP Rights” means all know-how, confidential information and trade secrets;

“Party” means a party to the Debenture or Restated Facility Agreement;

“Premises” means all buildings and erections from time to time on or forming part of the Mortgaged Property;

“Realisation Account” means the interest bearing blocked account specified by the Security Trustee opened or to be opened by the Chargor with the Security Trustee within 3 months of the date of the Debenture or otherwise opened by the Security Trustee.

“Receiver” means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

“Related Rights” means, in relation to the Securities all dividends, interest, benefits, property, rights, accretions, moneys, advantages, credits, rebates, refunds (including rebates and refunds in respect of any tax, duties, imposts or charges) and other distributions paid or payable in respect of the Securities whether by way of bonus, capitalisation, conversion, preference, option, substitution, exchange, redemption or otherwise;

“Resignation Letter” means a letter substantially in the form set out in Schedule 7 (*Form of Resignation Letter*) of the Restated Facility Agreement;

“Restated Facility Agreement” means the agreement dated on or around the date of the Debenture and entered into between the Obligors (as defined at Schedule 1 Part 1 of the Restated Facility Agreement), the Lenders (as defined at Schedule 1 Part II of the Restated Facility Agreement) and Lloyds TSB Bank as Agent, Security Trustee and Issuing Bank;

“Revolving Facility” means the revolving credit facility (including the Lloyds L/C Facility) made available under the Restated Facility Agreement as described in Clause 2.1.3 (*The Facilities*) of the Restated Facility Agreement.

“Satisfied” means, in relation to an Exclusion, the legal, valid and binding satisfaction or removal of such Exclusion as a result of the granting of consent by all relevant third parties;

“Secured Parties” each Finance Party from time to time party to the Restated Facility Agreement, any Receiver or Delegate.

“Securities” means all stocks, shares, loan notes, bonds, certificates of deposit, depository receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by the Chargor and including all Related Rights and all property and rights of the Chargor in respect of any account held by or for the Chargor as participant or as beneficiary of a nominee or trustee participant with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere;

“Security Assets” means all assets of the Chargor which from time to time are the subject of any security created by the Debenture and including, for the avoidance of doubt, any asset subject to an Exclusion;

“Security Interest” means any mortgage, charge (fixed or floating), pledge, lien, assignment or hypothecation or any other type of preferential right or arrangement (including set-off, title transfer, title retention and trust arrangements), the economic or commercial effect of which is, in the reasonable opinion of the Security Trustee, similar to conferring security;

“Security Trustee” means Lloyds TSB Bank PLC;

“Selection Notice” means a notice substantially in the form set out in Part II of Schedule 3 (*Requests*) and given in accordance with Clause 15(*Interest Periods*) of the Restated Facility Agreement, in relation to the Term Facility;

"Specified Contracts" means each of the contracts referred to in Schedule 4 (*The Specified Contracts*) of the Debenture and each other contract, guarantee, appointment, warranty and other document referred to in Clause 3.1.3(o) (*Contracts*) of the Debenture.

"Subsidiary" means a subsidiary within the meaning of Section 1159 of the Companies Act 2006.

"Super Senior Facility" means a multicurrency super senior revolving credit facility made available under Clause 2.1.2 (*The Facilities*) of the Restated Facility Agreement;

"Term Facility" means the term loan facility made available under the Restated Facility Agreement as described in Clause 2 (*The Facilities*) (of the same Agreement);

"Transaction Security": the Security created or expressed to be created in favour of the Security Trustee pursuant to the Transaction Security Documents.

"Transaction Security Documents" means each of:

- (a) the debenture dated 27 February 2004 and made between (1) Riverdance Holding Limited and (2) Lloyds TSB Bank Plc as Security Trustee (as defined therein);
- (b) the debenture dated 27 February 2004 and made between (1) Riverdance Acquisition Limited and (2) Lloyds TSB Bank Plc as Security Trustee (as defined therein);
- (c) the debenture dated 23 March 2004 and made between (1) Robert Dyas Limited and (2) Lloyds TSB Bank Plc as Security Trustee (as defined therein);
- (d) the debenture dated 23 March 2004 and made between (1) Robert Dyas Holdings Limited and (2) Lloyds TSB Bank Plc as Security Trustee (as defined therein); and
- (e) the documents listed as being a Transaction Security Document in paragraph 3 Schedule 2 (*Conditions Precedent*) of the Restated Facility Agreement and any document required to be delivered to the Agent under Part II of Schedule 2 (*Conditions Precedent*) of the Restated Facility Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents;

"Utilisation Request" means a notice substantially in the relevant form set out in Part I of Schedule 3 (*Requests*) of the Restated Facility Agreement.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4041884
CHARGE NO. 3**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 10
SEPTEMBER 2009 AND CREATED BY ROBERT DYAS HOLDINGS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO THE FINANCE PARTIES ON ANY
ACCOUNT WHATSOEVER 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 17
SEPTEMBER 2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 SEPTEMBER
2009**



Companies House
— for the record —



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