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CHFP025

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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

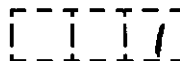
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



04921555

Name of company

* TCW (2003) LIMITED

Date of creation of the charge

15 FEBRUARY 2006

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

Debenture (the "Debenture")

Amount secured by the mortgage or charge

All monies which are at the date of the Debenture or at any time thereafter may be or become due or owing by the Company to Black Horse Limited ("Black Horse") on any account and all other liabilities, whether actual or contingent, present or future incurred by the Company to Black Horse (whether in either case due, owing or incurred by the Company alone or jointly with any other person(s) and in whatever name, firm or style and whether as principal or as surety), together with interest, fees, costs, expenses and other charges (the "Secured Liabilities").

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

Black Horse Limited
116 Cockfosters Road
Barnet

Postcode EN4 ODY

Presentor's name address and
reference (if any):

Eversheds LLP
1 Callaghan Square
Cardiff
CF10 5BT

2/PDV/SJB/166 1488378

Time critical reference

For official Use (02/00)
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

The Company with full title guarantee and as a continuing security for the Secured Liabilities charges:

- 1.1 all freehold and leasehold property together with all buildings and fixtures thereon at the date of the Debenture vested in the Company;
- 1.2 all future freehold and leasehold property together with all buildings and fixtures thereon;
- 1.3 all book and other debts at the date of the Debenture or at any time thereafter due or owing to the Company, together with the benefit of all guarantees and securities therefor and indemnities thereof and all liens, reservations of title, rights of tracing and other rights enabling the Company to enforce any such debts or claims;
- 1.4 all stocks, shares, debentures, loan capital, rights to subscribe for, convert other securities into or otherwise acquire any stocks, shares, debentures and loan capital of any other body corporate at the date of the Debenture or at any time thereafter belonging to the Company, together with all dividends, interest and other income and other rights of whatsoever kind deriving from or incidental to any of the foregoing;
- 1.5 the goodwill of the Company and its uncalled capital at the date of the Debenture or at any time thereafter in existence;

(please see continuation sheet)

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed Grenada UP

Date 20/2/06

On behalf of ~~XXXXXX~~ (mortgagee) ~~XXXXXX~~ †

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

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

† delete as appropriate

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Particulars of a mortgage or charge (continued)

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Continuation sheet No 1
to Form No 395 and 410 (Scot)

*Please complete
legibly, preferably
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bold block lettering*

Company Number

04921555

Name of Company

TCW (2003) LIMITED

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

Please do not
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binding margin

***Please complete
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

1.6 all copyrights, trademarks, patents, registered designs and other intellectual property rights at the date of the Debenture or at any time thereafter belonging to the Company;

1.7 the whole of the Company's undertaking and all its property and assets whatsoever or wheresoever, present or future, other than any property or assets from time to time or for the time being effectively charged to Black Horse by way of fixed charge pursuant to the Debenture;

The property and assets referred to in points 1.1 to 1.7 above inclusive shall be collectively referred to as "the Charged Property" and shall take effect:

1.7.1 as regards the property referred to in point 1.1 above as charges by way of legal mortgage;

1.7.2 as regards the property referred to in points 1.2 to 1.6 above inclusive as fixed charges; and

1.7.3 as regards the property referred to in point 1.7 above as floating charges.

With reference to the book debts charged at 1.3 above the Company shall pay into its current account with its bank or a separate designated account (as Black Horse may require) of the Company with its bank all monies which it may receive in respect of the book debts and (subject to any rights of the bank in respect thereof) pay or otherwise deal with such monies standing in such account in accordance with any directions from time to time given in writing by Black Horse.

Prior to the security constituted in the Debenture having become enforceable in the absence of any directions from Black Horse any monies received by the Company and paid into such account in respect of the book debts shall upon such payment in stand released from the fixed charge on the book debts created by the Debenture and shall stand subject to the floating charge created by the Debenture over the other property and assets of the Company but any such release shall in no way derogate from the subsistence and continuance of the said fixed charge on all other book debts of the Company for the time being outstanding; and

The Company shall not without the prior written consent of Black Horse sell factor discount mortgage charge or assign the book debts in favour of any person or attempt or purport to do so and shall if called upon by Black Horse execute a legal assignment of the book debts to Black Horse.

The Company shall not without prior written consent of Black Horse:

(a) create, extend or permit to subsist any mortgage or other fixed security, floating charge, pledge, or lien (other than the lien arising by operation of law) or other security interest of any kind, whether in any such case ranking in priority to or pari passu with or after the fixed and floating charges created by the Company under point 1 above or any other security of Black Horse created pursuant to the Debenture; or

(b) sell, transfer, lease, lend or otherwise dispose of, whether by means of one or a series of transactions related or not and whether at one time or over a period of time, the whole or any part of the Company's undertakings or (save in the normal course of trading) of its assets, or enter into any agreement for any such sale, transfer, lease, loan or other disposal.

Black Horse is entitled at any time by notice in writing to the Company to convert the floating charge created under point 1.7 above into a fixed charge as affecting all the property and assets which for the time being are subject to such floating charge or, as the case may be, such of the said property and assets as are specified by such notice.

All policies of insurance and all monies payable thereunder maintained by the Company in respect of the Charged Property (whether or not in pursuance of the obligations under the Debenture) are charged by way of fixed charge to and shall be paid to Black Horse (or if not paid by the insurers directly to Black Horse held on trust for Black Horse) and shall at the option of Black Horse be applied in replacing restoring or reinstating the property or assets destroyed damaged or lost (any deficiency being made good by the Company) or in reduction of the moneys obligations and liabilities secured by the Debenture.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04921555

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 15th FEBRUARY 2006 AND CREATED BY TCW (2003) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BLACK HORSE LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 21st FEBRUARY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd FEBRUARY 2006.

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Ran



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES