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COMPANIES FORM No 395

Particulars of a mortgage or charge

395

CHFP000

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

113574/52

Please do not write in this margin

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

Pursuant to section 395 of the Companies Act 1985

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

For Official use

Company Number

5763626

Name of Company

CANDLE UK LIMITED

*insert full name of company

Date of creation of the charge

17 May 2006

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

Fixed and Floating Security Document (the "Security Document") dated 17 May 2006 between the Company and The Governor and Company of the Bank of Scotland ("Security Trustee" which expression includes its successors in title, permitted assigns and permitted transferees)

Amount secured by the mortgage or charge

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Name and address of the mortgagees or persons entitled to the charge

The Governor and Company of the Bank of Scotland as Security Trustee

Level 7, 155 Bishopsgate, London

Postcode

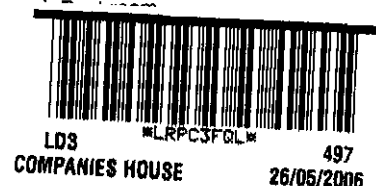
EC2M3YB

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

Linklaters
One Silk Street
London EC2Y 8HQ
Tel: 020 7456 2000

Ref: David Irvine/Andre McClean

For official Use
Mortgage Section



Time critical reference

(PLEASE SEE ATTACHED CONTINUATION SHEET)

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)*

Nil

Signed

L. M. Jones

Date

26 May 2006

On behalf of chargee

26 May 2006

A fee of £13 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Note

[†] Delete as appropriate

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, e.g. "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 including 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. Cheques and Postal Orders are to be made payable to Companies House.
6. The address of the Registrar of Companies is:-

Name of Company

Candle UK Limited

Company Number

5763626

Amount secured by the mortgage or charge

The "Liabilities", which are defined in the Security Document as meaning all present and future moneys, debts and liabilities due, owing or incurred by the Company to any Secured Party under or in connection with any Secured Document (whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise), provided that it shall not include any obligation or liability to the extent that, if it were so included, the Security Document (or any part of it) would constitute unlawful financial assistance within the meaning of Sections 151 and 152 of the Companies Act 1985.

Short particulars of all the property mortgaged or charged**1. Fixed Charges**

The Company, with full title guarantee and as security for the payment of all Liabilities, charges in favour of the Security Trustee (as trustee for the Finance Parties):

- (a) by way of first legal mortgage, all Real Property in England and Wales now belonging to it;
- (b) by way of first fixed equitable charge, all other Real Property now belonging to it and all Real Property acquired by it in the future; and
- (c) by way of first fixed charge, all its present and future:
 - (i) Book Debts;
 - (ii) Bank Accounts (except the Assigned Accounts);
 - (iii) Investments (including the Shares);
 - (iv) uncalled capital and goodwill;
 - (v) Intellectual Property;
 - (vi) plant and machinery and other chattels, (except (A) that forming part of its stock-in-trade or work-in-progress and (B) that mortgaged or charged by paragraph (a) or (b) of this paragraph 1);
 - (vii) Authorisations held in connection with its business or the use of any Charged Property specified in any other paragraph of this paragraph 1(c) and the right to recover and receive all compensation which may be payable in respect of them; and
 - (viii) easements and other rights at any time vested in, or conferred on, the Company in connection with or otherwise for the benefit of the Charged Property.

2. Assignment

The Company, with full title guarantee and as security for the payment of all Liabilities, assigns absolutely in favour of the Security Trustee, all its present and future right, title and interest in and to:

- (a) the Assigned Accounts;
- (b) the Insurances, including all proceeds in respect of the Insurances, all benefits of Insurances and any claims, returned premiums, settlements, awards and judgments in favour of, receivable or received by the Company, under or in connection with or pursuant to the Insurances; and
- (c) the Assigned Documents, including all moneys payable to the Company, and any claims, settlements, awards and judgments in favour of, receivable or received by the Company under or in connection with or pursuant to the Assigned Documents.

Short particulars of all the property mortgaged or charged**3. Floating Charge****3.1 Creation**

The Company, with full title guarantee and as security for the payment of all Liabilities, charges in favour of the Security Trustee by way of first floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by Clause 3 (*Fixed Charges*) or assigned by Clause 4 (*Assignment*) of the Security Document).

3.2 Conversion by notice

The Security Trustee may convert, with immediate effect, the floating charge over all or any of the Charged Property into a fixed charge by notice to the Company specifying the relevant Charged Property (either generally or specifically) on the occurrence of an Enforcement Event.

3.3 Automatic conversion

If:

- (a) the Company takes any step to create any Security in breach of Clause 6.1 of the Security Document (*Security*) over any of the Charged Property not subject to a fixed charge; or
- (b) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of the Charged Property,

the floating charge over the relevant Charged Property shall automatically and immediately be converted into a fixed charge.

Note (1): The Security Document provides that

- 1 Security:** The Company shall not create or permit to subsist any Security or Quasi Security over any Charged Property, except any Security or Quasi Security which is Permitted Security.
- 2 Disposal:** The Company shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Property except any sale, lease, transfer or other disposal which is a Permitted Disposal.

Note (2): In this Form, except to the extent that the context requires otherwise:

"Acquisition Agreement" means the sale and purchase agreement dated on or about 17 May 2006 relating to the sale and purchase of certain shares and made between Candle UK Limited and the Sellers as defined therein.

"Agent" means The Governor and Company of the Bank of Scotland.

"Assigned Accounts" means each Bank Account which is a Mandatory Prepayment Account or an account into which funds are deposited in relation to the provision of cash collateral for the Liabilities.

"Assigned Documents" means the Acquisition Agreement and the Hedging Agreements.

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

Short particulars of all the property mortgaged or charged

"Bank Accounts" of the Company means all current, deposit or other accounts with any bank or financial institution in which the Company at the date of the Security Document or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts.

"Book Debts" of the Company means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), at the date of the Security Document or in the future due, owing or payable to the Company and the benefit of all related negotiable instruments, rights, security, guarantees and indemnities of any kind.

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

"Declared Default" means an Event of Default in respect of which a notice of acceleration has been served pursuant to Clause 28.16 (*Acceleration*) of the Senior Facilities Agreement or Clause 24.16 (*Acceleration*) of the Mezzanine Facility Agreement or any other step permitted and prescribed upon the occurrence thereof has been taken by the Agent.

"Enforcement Event" means a Declared Default.

"Event of Default" means any event or circumstance specified as such in Clause 28 (*Events of Default*) of the Senior Facilities Agreement and Clause 24 of the Mezzanine Facility Agreement.

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus.

"Group" means the Parent and each of its Subsidiaries for the time being.

"Hedge Counterparty" means a Lender of an affiliate of a Lender which has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement.

"Hedging Agreements" means the "Hedging Agreements" as defined in both the Senior Facilities Agreement and the Mezzanine Facility Agreement.

"Insurances" of the Company means such insurance policies (or equivalent), if claims under such policies may trigger a mandatory prepayment event under any Secured Document, at the date of the Security Document or in the future taken out by or on behalf of the Company or (to the extent of its interest) in which the Company at the date of the Security Document or in the future 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
- (c) the benefit of all applications and rights to use such assets of the Company.

"Intercreditor Agreement" means the intercreditor agreement dated 17 May 2006 and made between the Parent, the other members of the Group, The Governor and Company of the Bank of Scotland as security trustee, senior arranger and senior agent, mezzanine arranger and mezzanine agent, the lenders, the ancillary lenders, the Hedge Counterparties and certain others as defined therein.

Short particulars of all the property mortgaged or charged

"Investments" of the Company means:

- (a) securities and investments of any kind (including the Shares, shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit);
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments;
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person); and
- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights (including by way of redemption, bonus, preference, option, substitution, conversion or otherwise),

in each case at the date of the Security Document or in the future owned by the Company or (to the extent of its interest) in which the Company at the date of the Security Document or in the future has an interest.

any reference to a "**person**" includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing.

"**Mandatory Prepayment Account**" means an interest-bearing account:

- (a) held by a Borrower with the Agent or Security Trustee;
- (b) identified in a letter between Candle Topco UK Limited and the Agent as a Mandatory Prepayment Account;
- (d) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Agent and Security Trustee; and
- (e) from which no withdrawals may be made by any members of the Group except as contemplated by the Senior Facilities Agreement,

as the same may be redesignated, substituted or replaced from time to time.

"**Mezzanine Facility Agreement**" means the mezzanine facility agreement dated 17 May 2006 and made between, amongst others, the Parent, certain members of the Group, The Governor and Company of the Bank of Scotland as the mezzanine agent, The Governor and Company of the Bank of Scotland as mezzanine arranger and the persons named in that mezzanine facility agreement as lenders.

"**Mezzanine Finance Documents**" means the Mezzanine Facility Agreement, the Commitment Letter, any accession letter, compliance certificate, resignation letter and selection notice under the Mezzanine Facility Agreement, any fee letters setting out any of the fees referred to in the Mezzanine Facility Agreement, any hedging agreement entered into in accordance with the Hedging Letter, the Hedging Letter, the Intercreditor Agreement, the Transaction Security Documents, the Syndication Strategy Letter and the Reports Proceeds Letter (as both such terms defined in the Mezzanine Facility Agreement), any utilisation request or request relating to the

Short particulars of all the property mortgaged or charged

selection of an interest period for a utilisation under the Mezzanine Facility Agreement or any other document which is designated a **"Mezzanine Facility Document"** or **"Finance Document"** by the Parent, the mezzanine agent under the Mezzanine Facility Agreement and the Agent.

"Obligor" means an **"Obligor"** as defined in both the Senior Facilities Agreement and the Mezzanine Facility Agreement.

"Parent" means Candle Topco UK Limited.

"Permitted Disposal" has the meaning given to it in Clause 1.1 (*Definitions*) of the Senior Facilities Agreement and Clause 1.1 (*Definitions*) of the Mezzanine Facility Agreement.

"Permitted Security" has the meaning given to it in Clause 1.1 (*Definitions*) of the Senior Facilities Agreement and Clause 1.1 (*Definitions*) of the Mezzanine Facility Agreement.

"Quasi Security" has the meaning given to it in Clause 1.1 (*Definitions*) of the Senior Facilities Agreement and Clause 1.1 (*Definitions*) of the Mezzanine Facility Agreement.

"Real Property" means material freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all buildings or Fixtures from time to time therein or thereon).

"Secured Document" means a Senior Finance Document or a Mezzanine Finance Document.

"Secured Parties" means each finance party and each ancillary lender from time to time party to the Senior Facilities Agreement and each Hedge Counterparty and each finance party from time to time party to the Mezzanine Facility Agreement.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

Any reference to the **"Security Trustee"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees.

"Senior Facilities Agreement" means the senior facilities agreement dated 17 May 2006 and made between, amongst others, the Parent, The Governor and Company of the Bank of Scotland as the senior agent, The Governor and Company of the Bank of Scotland as the senior arranger and The Governor and Company of the Bank of Scotland as security trustee and the persons named in that agreement as lenders.

"Senior Finance Document" means the Senior Facilities Agreement, the Commitment Letter, any accession letter, compliance certificate, resignation letter and selection notice under the Senior Facilities Agreement, any fee letters setting out any of the fees referred to in the Senior Facilities Agreement, any hedging agreement entered into in accordance with the Hedging Letter, any Ancillary Document, any Fronted Ancillary Document (as each such term is defined in the Senior Facilities Agreement) the Intercreditor Agreement, the Transaction Security Documents, the Syndication Strategy Letter and the Reports Proceeds Letter (as both such terms defined in the Mezzanine Facility Agreement) any utilisation request or request relating to the selection of an interest period for a utilisation under the Senior Facilities Agreement or any other document which is designated a **"Senior Finance Document"** or **"Finance Document"** by the Parent, the senior agent under the Senior Facilities Agreement and the Agent.

Short particulars of all the property mortgaged or charged

"Shares" of the Company means all shares in any member of the Group, owned by the Company or held by any nominee on the Company's behalf.

"Subsidiary" means in relation to any company or corporation, a company or corporation:

- (a) which is controlled, directly or indirectly, by the first mentioned company or corporation;
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly by the first mentioned company or corporation; or
- (c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation,

and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

"Transaction Security" means all or any of the Security created or expressed to be created by or pursuant to the Security Document.

Any reference to a **"Secured Document"** or any other agreement or instrument is a reference to that Secured Document or other agreement or instrument as amended, novated, supplemented, extended or restated or replaced and includes any increase in, extension of or charge to any facility made under that Secured Document or other agreement or instrument.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05763626

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY DOCUMENT DATED THE 17th MAY 2006 AND CREATED BY CANDLE UK LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANY SECURED PARTY 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 26th MAY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31st MAY 2006.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES