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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



5895819

Name of company

* aAim Group Limited (the **Chargor**)

Date of creation of the charge

26 June 2008

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

A Security Agreement (charge over registered shares) (the **Charge**) between
the Chargor and the Facility Agent (as defined below) dated 26 June 2008

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 in any other capacity
whatsoever) of each Obligor to any Finance Party under any Finance
Document, except for any obligation or liability which, if it were so
included, would result in this Security Agreement contravening any law
(including Section 151 of the Companies Act 1985) (the **Secured Liabilities**)

On any
13

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

Bank of Scotland plc (the **Facility Agent**), The Mound, Edinburgh,

Postcode EH11YZ

Presentor's name address and
reference (if any)

Allen & Overy LLP
One Bishops Square
London
E1 6AD
NG/43278-00279 BK 9302966

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room

FRIDAY



LD6

04/07/2008

173

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See continuation sheets

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 Allen & Overy LLP.

Date 4 July 2008

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [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**

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. CREATION OF SECURITY

1.1 General

(a) All the security created under the Charge

(i) is created in favour of the Facility Agent,

(ii) is security for the payment, discharge and performance of all the Secured Liabilities, and

(iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

(b) The Facility Agent holds the benefit of the Charge on trust for the Finance Parties

1.2 Shares

The Chargor charges by way of a first fixed charge

(a) all the Shares, and

(b) all Related Rights

2. FURTHER ASSURANCES

The Chargor must, at its own expense, take whatever action the Facility Agent or a Receiver may require for

(a) creating, perfecting or protecting any security intended to be created by or pursuant to the Charge,

(b) facilitating the realisation of any Security Asset,

(c) facilitating the exercise of any right, power or discretion exercisable, by the Facility Agent or any Receiver or any of their delegates or sub-delegates in respect of any Security Asset, or

(d) creating and perfecting security in favour of the Facility Agent (equivalent to the security intended to be created by the Charge) over any assets of the Chargor located in any jurisdiction outside England and Wales

This includes

(i) the re-execution of the Charge,

(ii) the execution of any transfer whether to the Facility Agent or to its nominee, and

(iii) the giving of any notice and the making of any filing or registration,

which, in any such case, the Facility Agent may think expedient

3. RESTRICTIONS ON DEALINGS

The Chargor must not

- (a) create or permit to subsist any Security Interest on any Security Asset other than the Security Interest created pursuant to the Charge, or
- (b) sell, transfer, or otherwise dispose of any Security Asset other than as permitted under the Finance Documents

In this Form 395

Administrative Party means the Facility Agent

Company means aAim Limited, a company with registered number 4880130, whose registered office is at 55 King Street, Manchester M2 4LQ

Finance Document means

- (a) the WCF Credit Agreement,
- (b) a Security Document,
- (c) a Subordination Agreement,
- (d) a Transfer Certificate, or
- (e) any other document designated as such by the Facility Agent and the Company

Finance Party means a Lender or an Administrative Party

Guarantor means aAim Group Limited, a company with registered number 5895819, whose registered office is at 55 King Street, Manchester M2 4LQ

Lender means

- (a) Original Lender, or
- (b) any person which becomes a Lender after the date of the WCF Credit Agreement

Obligor means the Company or the Guarantor

Original Lender means Bank of Scotland plc

Receiver means a receiver and manager or a receiver, in each case, appointed under the Charge

Related Rights means

- (a) any dividend, interest or other distribution paid or payable in relation to any Shares, and
- (b) any right, money or property accruing or offered at any time in relation to any Shares by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

Security Asset means all assets of the Chargor the subject of any security created by the Charge

Security Document means

- (a) the Charge, and
- (b) any other document evidencing or creating security over any asset of an Obligor to secure any obligation of any Obligor to a Finance Party under the Finance Documents

Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect

Shares means the shares specified in schedule 1 (Shares) of the Charge

Subordination Agreement means the subordination agreement made between (among others) the Company, the Facility Agent, the Junior Creditors named therein and dated 26 June 2008

Transfer Certificate means a certificate, substantially in the form of schedule 5 (Form of Transfer Certificate) of the WCF Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require or any other form agreed between the Facility Agent and the Company

WCF Credit Agreement means the £2,000,000 working capital facility agreement dated 26 June 2008 between (among others) the Chargor, the Company and the Facility Agent



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5895819
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 26
JUNE 2008 AND CREATED BY AAIM GROUP LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM
EACH OBLIGOR TO ANY FINANCE 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 4 JULY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 JULY 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES