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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

06033060

Name of company

\* NCP Services Limited (the "Company")

Date of creation of the charge

19 March 2007

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

A debenture dated 19 March 2007 (the "Debenture") made by the Company in  
favour of Lloyds TSB Bank plc (the "Security Trustee") as security trustee  
for the Secured Parties.

Amount secured by the mortgage or charge

See Schedule 2 (Amount Secured by the Mortgage or Charge).

Please refer to Schedule 1 (Definitions) for the definitions.

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

Lloyds TSB Bank plc, Bank House, Wine Street, Bristol as Security Trustee

Postcode BS1 2AN

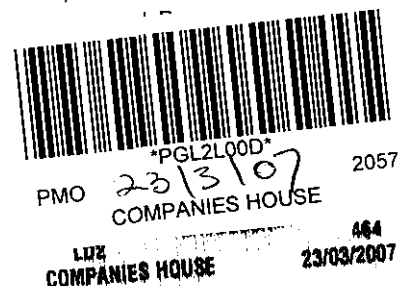
Presentor's name address and  
reference (if any):

Clifford Chance Limited Liability  
(via CH London Counter)  
10 Upper Bank Street  
London  
E14 5JJ

CRAC/SER/RM/70-40224261

Time critical reference

For official Use (06/2005)  
Mortgage Section



Short particulars of all the property mortgaged or charged

Please see Schedule 3 (Short Particulars of All the Property Charged).

Please see Schedule 1 (Definitions) for the definitions.

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Particulars as to commission allowance or discount (note 3)

None

Signed

Clifford Chance UP

Date 23 March 2007

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

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [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 the Debenture entered into by NCP SERVICES LIMITED (Company No: 06033060) dated 19 March 2007.*

## **SCHEDULE 1**

### **DEFINITIONS**

In this Form 395:

**"Accession Letter"** means a document substantially in the form set out in Schedule 7 (*Form of Accession Letter*) of the Agreement.

**"Account"** means any credit balance from time to time on any account opened or maintained by the Company with the Security Trustee or any other financial institution (and any replacement account or subdivision or subaccount of that account), and all Related Rights.

**"Additional Borrower"** means a company which becomes a Borrower in accordance with Clause 29 (*Changes to the Obligors*) of the Agreement.

**"Affiliate"** means 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.

**"Agent"** means Lloyds TSB Bank plc as agent of the other Finance Parties which term shall during the appointment of the Second Lien Agent pursuant to Clause 30.18 (*Appointment of the Second Lien Agent*) of the Agreement be deemed to include the Second Lien Agent *mutatis mutandis*.

**"Agreement"** means the Senior Facilities Agreement made between NCP Services Limited as Borrower, Lloyds TSB Bank plc as Arranger, Agent, Issuing Bank and Security Trustee, Royal Bank of Canada Europe Limited as Arranger and the Original Lenders entered into on 14 March 2007.

**"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 8 (*Ancillary Facilities*) of the Agreement.

**"Ancillary Lender"** means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with Clause 8 (*Ancillary Facilities*) of the Agreement.

**"Arranger"** means Lloyds TSB Bank plc and Royal Bank of Canada Europe Limited as mandated lead arrangers (whether acting individually or together).

**"Assigned Account"** means any Holding Account, any Mandatory Prepayment Account and any Overpayment Account (and any renewal or redesignation of such accounts) and any other

Account that may from time to time be identified in writing as an Assigned Account by the Security Trustee.

**"Borrower"** means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 29 (*Changes to the Obligors*) of the Agreement and, in respect of an Ancillary Facility only, any Affiliate of a Borrower that becomes a borrower of that Ancillary Facility with the approval of the relevant Lender pursuant to the provisions of Clause 8.9 (*Affiliates of Borrowers*) of the Agreement.

**"Business Day"** means a day (other than a Saturday or a Sunday) on which banks are open for general business in London.

**"Charged Intellectual Property"** means any and all Intellectual Property owned by the Company now or in the future including without limitation those rights listed in Schedule 6 (*Details of Intellectual Property*) of the Debenture.

**"Company"** means the Parent.

**"Compliance Certificate"** means a certificate substantially in the form set out in Schedule 9 (*Form of Compliance Certificate*) of the Agreement or any other form agreed between the Parent and the Agent (each acting reasonably).

**"Debenture"** means the debenture entered into between NCP Services Limited (as the Company) and Lloyds TSB Bank plc (as the Security Trustee) on 19 March 2007.

**"Deed of Variation"** means the deed of variation and indemnity entered into between NCP Topco Limited and National Car Parks Limited dated on or around the date of this Agreement in the agreed form.

**"Domain Names Transfer"** means any instrument entered into by the Company (or in which the Company receives an interest by way of novation or assignment) pursuant to which all or any of the Domain Names (as defined in the Hive-up Agreement) are transferred pursuant to the provisions of the Hive-up Agreement.

**"Fee Letter"** means:

- (a) any letter or letters dated on or about the date of the Agreement between the Arranger and the Parent (or the Agent and the Parent or the Security Trustee and the Parent) setting out any of the fees referred to in Clause 16 (*Fees*) of the Agreement; and
- (b) any agreement setting out fees payable to a Finance Party referred to in Clause 16.4 (*Fees payable in respect of Letters of Credit*) or Clause 16.5 (*Interest, commission and fees on Ancillary Facilities*) of the Agreement under any other Finance Document.

**"Finance Document"** means the Agreement, any Accession Letter, any Ancillary Document, any Compliance Certificate, the Syndication Letter, 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 Parent.

**"Finance Party"** means the Agent, the Second Lien Agent (during its appointment), the Arranger, the Security Trustee, a Lender, the Issuing Bank, a Hedge Counterparty or any Ancillary Lender.

**"Financial Indebtedness"** shall have the meaning set out in the Senior Facilities Agreement.

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

**"Guarantor"** means an Original Guarantor or an additional guarantor, unless it has ceased to be a guarantor in accordance with Clause 29 (*Changes to the Obligors*) of the Agreement.

**"Hedging Agreement"** means any master agreement, confirmation, schedule or other agreement entered into or to be entered into in accordance with the Hedging Letter delivered to the Agent under Clause 4.1 (*Initial conditions precedent*) of the Agreement.

**"Hedge Counterparty"** means a person which has become a party to the Intercreditor Agreement as hedge counterparty in accordance with the provisions of the Intercreditor Agreement.

**"Hedging Counterparty"** means Hedge Counterparty.

**"Hedging Letter"** has the meaning given to that term in Part I of Schedule 2 (*Conditions Precedent*) of the Agreement.

**"Hive-up Agreement"** means the hive-up agreement dated 5 March 2007 between National Car Parks Limited and NCP Topco Limited, as amended from time to time.

**"Hive-up Contracts"** means the Assets (as defined in the Hive-up Agreement) and includes, without limitation, all the Company's right, title and interest to and under the On-Street Business, the On-Street Contracts and the Shared Customer Contracts (each as defined in the Hive-up Agreement) to which the Company may become entitled, by novation or otherwise, from time to time pursuant to the provisions of the Hive-up Agreement.

**"Holding Account"** means an account:

- (a) held in the United Kingdom by a member of the Group with the Agent or Security Trustee;
- (b) identified in a letter between the Parent and the Agent as a Holding Account; and
- (c) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Security Trustee (acting reasonably),

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

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

**"Insurance Policy"** means any policy of insurance (including life insurance or assurance) in which the Company may from time to time have an interest.

**"Intellectual Property"** means:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow 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 14 March 2007 and made between, among others, the Parent, the other Obligors, Lloyds TSB Bank plc as Security Trustee, Lloyds TSB Bank plc as Agent, Lloyds TSB Bank plc and Royal Bank of Canada Europe Limited as arrangers, the Lenders, the Ancillary Lenders and certain others.

**"Interest Period"** shall have the meaning set out in the Senior Facilities Agreement.

**"Intra-Group Loan"** means any loan by the Company as lender to any other member of the Group as borrower.

**"Investments"** means:

- (a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares);
- (b) all interests in collective investment schemes; and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly by or to the order of the Company or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system).

**"Investment Agreement"** means the investment agreement, dated on or about 12 March 2007, between the Company, NCP Topco Limited, the managers listed therein, the investors listed therein and 3i Investments plc, as amended from time to time.

**"Investors"** means the 3i Investors, each of the individuals and entities set out in Schedule 2 of the Shareholders' Agreement and their or any subsequent successors, assigns or transferees.

**"Issuing Bank"** means each Lender identified as an issuing bank and any other Lender which has notified the Agent that it has agreed to the Parent's request to be an Issuing Bank pursuant to the terms of the 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"**) and which has not ceased to be an Issuing Bank **provided that**, in respect of a Letter of Credit issued or to be issued pursuant to the terms of the Agreement, the Issuing Bank shall be the Issuing Bank which has issued or agreed to issue that Letter of Credit.

**"Lender"** means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 28 (*Changes to the Lenders*) of the Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the 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 Agreement or in any other form requested by the Parent and agreed by the Agent and the Issuing Bank (each acting reasonably); or
- (b) any guarantee, indemnity or other instrument in a form requested by a Borrower (or the Parent on its behalf) and agreed by the Agent and the Issuing Bank (each acting reasonably).

**"Loan Note Document"** means any Loan Note Documents and any loan (or other arrangement constituting Financial Indebtedness) entered into between the Company and any Investor(s) from time to time.

**"Loan Note Documents"** means the Loan Notes and Loan Note Instrument in agreed form and any other documents entered into pursuant to any of them.

**"Loan Note Instruments"** means the instrument pursuant to which the Loan Notes are, or are to be, constituted.

**"Loan Notes"** shall have the meaning set out in the Senior Facilities Agreement.

**"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 the Parent and the Agent as a Mandatory Prepayment Account;
- (c) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Agent and Security Trustee (each acting reasonably); and
- (d) from which no withdrawals may be made by any members of the Group except as contemplated by this Agreement,

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

**"Monetary Claims"** means any book and other debts and monetary claims owing to the Company and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any

Insurance Policy, any court order or judgment, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company).

**"Month"** means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:

- (a) (subject to paragraph (c) below) if the numerically corresponding day is not a Business Day, that period shall end on the Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day;
- (b) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and
- (c) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end.

The above rules will only apply to the last Month of any period. **"Monthly"** shall be construed accordingly.

**"Mortgage"** means a mortgage or charge in respect of all the Real Property in accordance with Clause 6 (*Further Assurance*) of the Debenture substantially in the form of Schedule 5 (*Form of Legal Mortgage*) of the Debenture.

**"Obligor"** means a Borrower or a Guarantor.

**"Original Borrower"** means the Parent.

**"Original Guarantor"** means the Parent.

**"Original Lender"** means the financial institutions listed in Part II and Part III of Schedule 1 (*The Original Parties*) of the Agreement as lenders.

**"Overpayment Account"** means the account in the name of the Parent governed by the terms of Clause 5.7 (*Overpayment*) of the Agreement.

**"Overpayment Debt"** means all amounts owed by the Parent to the Overpayment Investors under the Overpayment Documents.

**"Overpayment Documents"** means the documentation relating to the Overpayment Debt, comprising the Loan Note Documents and any other document from time to time agreed by the Parent and the Agent to be an Overpayment Document.

**"Overpayment Investors"** means has the meaning given to that term in the Intercreditor Agreement.

**"Parent"** means NCP Services Limited a company incorporated in England and Wales with registered number 06033060 and having its registered office at 21 Bryanston Street, London W1H 7AB.



**"Partnership Interest"** means any partnership interest, limited partnership interest or limited liability partnership interest held by or on behalf of the Company in respect of any partnership, limited partnership or limited liability partnership (organised or incorporated in the United Kingdom or any other jurisdiction) and any profits, distributions and other monies at any time payable in respect of such interest and all other rights, benefits and proceeds in respect of or derived from such interest (whether by way of redemption, bonus, preference, option, substitution, conversion or otherwise) held by, to the order or on behalf of the Company at any time.

**"Party"** means a party to the Agreement.

**"Property Licences"** means the licence agreements and/or agreements for lease between NCP Topco Limited and National Car Parks Limited in respect of the properties identified in Schedule 17 (*Properties*) of the Agreement entered into on 5 March 2007 in respect of Montgomery Street, Belfast in the agreed form.

**"Real Property"** means:

- (a) any freehold, leasehold or immovable property (including the freehold and leasehold property in England and Wales specified in Schedule 1 (*Details of Mortgaged Property*) of the Debenture; and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,

and includes all Related Rights.

**"Related Rights"** means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset.

**"Reorganisation Documents"** means the Transfer Deed, the Hive-Up Agreement, the Deed of Variation, the Separation Agreements, the Trademark Licence, the Trademark Assignment and the indemnity deed executed by the Parent on or around the date of this Agreement, in favour of the liquidators of NCP Topco Limited in the agreed form, the Trademark Transfer, the Property Licences and any other document designated as an **"Reorganisation Document"** by the Agent and the Parent.

**"Resignation Letter"** means a letter substantially in the form set out in Schedule 7 (*Form of Resignation Letter*) of the Agreement.

**"Second Lien Agent"** means, during the appointment (if any) of a Second Lien Agent (as defined in the Senior Facilities Agreement) pursuant to clause 30.18 (*Appointment of Second Lien Agent*) of the Senior Facilities Agreement, such Second Lien Agent, and at all other times, the Agent.

**"Secured Obligations"** means all obligations covenanted to be discharged by the Company in Clause 2.1 (*Covenant to Pay*) of the Debenture.

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement entered into for the purpose of and having the effect of providing security.

**"Secured Parties"** means the Security Trustee, any Receiver or Delegate (as defined in the Intercreditor Agreement), each Arranger, each of the Agents, any Hedging Counterparty, any Ancillary Lender and each Lender from time to time party to the Senior Facilities Agreement **provided that** in the case of the Agents, Lenders and Hedge Counterparties such person is party to or has acceded to the Intercreditor Agreement in accordance with its terms.

**"Security Trustee"** means Lloyds TSB Bank Plc as trustee for the Secured Parties on the terms and conditions set out in the Intercreditor Agreement which expression shall include any person for the time being appointed as trustee or as an additional trustee for the purpose of, and in accordance with, the Intercreditor Agreement.

**"Selection Notice"** means a notice substantially in the form set out in Part II of Schedule 3 (*Requests*) of the Agreement in accordance with Clause 14 (*Interest Periods*) of the Agreement in relation to a Term Facility.

**"Senior Facilities Agreement"** means the Agreement.

**"Separation Agreements"** has the meaning given to "Transitional Services Agreements" in the Hive-Up Agreement.

**"Separation Documents"** means each of the Hive-up Agreement, the Investment Agreement, the Transitional Services Agreements, the Trade Mark Assignment, the Trade Mark Licence, the Domain Names Transfer, the Transfer Deed, any other Reorganisation Document and any other documents to which the Company is a party, related to the hive-up and procedures pursuant to section 110 of the Insolvency Act 1986 between the Company, National Car Parks Limited and NCP Topco Limited, described therein.

**"Shareholders Agreement"** shall have the meaning as set out in the Senior Facilities Agreement.

**"Shares"** means all of the shares in the capital of Task Enforcement Limited, Project Centre Limited and National Car Parks Oldham Limited and all of the shares in the capital of any other limited liability company incorporated in England and Wales, in each case held by, to the order or on behalf of the Company from time to time.

**"Specific Contracts"** means the Separation Documents, the Overpayment Documents, the Loan Note Documents, the Hedging Agreements and any Intra-Group Loans.

**"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

**"Syndication Letter"** means the syndication letter dated 14 March 2007 entered into between the Parent and the Arrangers.

**"Tangible Moveable Property"** means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights.

**"Term Facility"** shall have the meaning set out in the Senior Facilities Agreement.

**"Trade Mark Assignment"** means has the meaning given thereto in the Hive-up Agreement.

**"Trade Mark Licence"** has the meaning given thereto in the Hive-up Agreement.

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

**"Transaction Security Documents"** means the Debenture and any document required to be delivered to the Agent under paragraph 13 of Part II of Schedule 2 (*Conditions Precedent*) of the Agreement together with any other document entered into by any Obligor or 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.

**"Transfer Deed"** means the transfer deed in the agreed form pursuant to section 110 of the Insolvency Act 1986 relating to NCP Topco Limited and entered into, between *inter alia*, NCP Topco Limited (in liquidation), the liquidators of NCP Topco Limited, National Car Parks Limited and the Parent.

**"Transitional Services Agreements"** has the meaning given thereto in the Hive-up Agreement.

**"Unpaid Sum"** means any sum due and payable but unpaid by an Obligor under the Finance Documents.

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

**SCHEDULE 2**  
**AMOUNT SECURED BY THE MORTGAGE OR CHARGE**

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All the obligations which the Company may at any time have to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to the Finance Documents (including the Debenture and any Mortgage) including any liability in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and the Company shall pay to the Security Trustee when due and payable every sum at any time owing, due or incurred by the Company to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities, **provided that** neither such covenant nor the security constituted by the Debenture or any Mortgage shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law (the "**Secured Obligations**").

**SCHEDULE 3**  
**SHORT PARTICULARS OF ALL THE PROPERTY CHARGED**

**1. FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGE**

In the Debenture the Company:

- (a) charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Company at the date of the Debenture shall be a charge by way of legal mortgage) all the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party):
  - (i) the Real Property;
  - (ii) the Tangible Moveable Property;
  - (iii) the Accounts;
  - (iv) the Charged Intellectual Property;
  - (v) any goodwill and rights in relation to the uncalled capital of the Company;
  - (vi) the Investments;
  - (vii) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise);
  - (viii) all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Debenture and all Related Rights; and
  - (ix) the Partnership Interest.
- (b) assigned with full title guarantee to the Security Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all its right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party):
  - (i) the proceeds of any Insurance Policy and all Related Rights;
  - (ii) all rights and claims in relation to any Assigned Account;
  - (iii) the Specific Contracts;

- (iv) the Hive-up Contracts.
  - (c) Subject to (d) below charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge all its present and future assets and undertaking.
  - (d) The floating charge created in paragraph (c) above is deferred in point of priority to all fixed Security validly and effectively created by the Company under the Finance Documents in favour of the Security Trustee as trustee for the Secured Parties as security for the Secured Obligations.
  - (e) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to paragraph (c).
2. **FURTHER ASSURANCE**
- The Debenture contains covenants for further assurance.
3. **NEGATIVE PLEDGE**
- The Debenture contains a negative pledge.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 06033060

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 19th MARCH 2007 AND CREATED BY NCP SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS TSB BANK PLC OR ANY OTHER SECURED PARTIES 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 23rd MARCH 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th MARCH 2007.

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*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES