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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

4

6068885

Name of company

* MILECARE LIMITED
(the "Company")

Date of creation of the charge

11 March 2009

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

Debenture (the "Debenture")

Amount secured by the mortgage or charge

See Appendix 1.

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

Nationwide Building Society, Kings Park Road, Moulton Park, Northampton (the "Security Trustee")

Postcode NN3 6NW

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

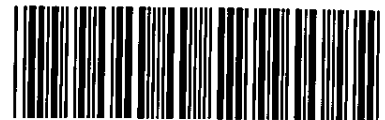
Burges Salmon LLP
Narrow Quay House
Narrow Quay
Bristol
BS1 4AH
JP21/12388.1436

Time critical reference

For official Use (02/00)
Mortgage Section

Post room

THURSDAY



ADW6G8HU

A13

26/03/2009

14

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See Appendix 2.

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Burgis Solicitors LLP

Date 25 March 2009

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ (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

MILECARE LIMITED
(the "Company")

(COMPANY NO. 6068885)

NATIONWIDE BUILDING SOCIETY
as agent and security trustee for itself and each of the Finance Parties
(the "Security Trustee")

APPENDIX 1

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

Unless otherwise defined in this Form 395, capitalised terms used in these appendices 1 and 2, shall have the meanings given in the section below entitled 'Definitions'.

1 COVENANT TO PAY

- 1.1 Pursuant to clause 2.1 of the Debenture, the Company has covenanted that it will on demand pay to the Security Trustee for the account of the Finance Parties and the Security Trustee all monies and discharge all obligations and liabilities due or owing or incurred by the Restricted Obligors to the Security Trustee at the date of the Debenture or thereafter and each of the Finance Parties or any of them under or in connection with the Finance Documents without limit (and irrespective of any amendment, supplement or novation, any increase in or change in the nature of the amount secured) when the same become due for payment or discharge whether by acceleration or otherwise, and whether such monies, obligations or liabilities are express or implied, present or future or actual or contingent, joint or several, incurred as principal or surety, originally owing by the Restricted Obligors to the Security Trustee or any Finance Party or purchased or otherwise acquired by any of them, denominated in Sterling or in any other currency or incurred on any banking or other account or in any other manner whatsoever.
- 1.2 Pursuant to clause 2.2 of the Debenture, the liabilities referred to in paragraph 1.1 above shall, without limitation, include all liabilities of the Restricted Obligors arising under the Debenture and the Finance Documents and Guarantee, interest (both before and after judgement) from the date such liabilities are due, owing or incurred up to the date of payment at such rates and upon such terms as specified in the relevant Finance Document and all properly incurred legal, administrative and other costs, charges and expenses on a full indemnity basis which may be properly incurred by the Security Trustee or any of the Finance Parties in relation to any such moneys, obligations or liabilities or the release of all or any of the Charged Property or the enforcement of the security created by the Debenture or generally in respect of the Company or otherwise incurred in dealing with any matter in relation to the Debenture.
- 1.3 Pursuant to clause 2.3 of the Debenture, the Company has agreed to pay interest at the rate referred to in paragraph 1.2 above on the moneys so due (whether before or after any judgement) on such days as the Security Trustee shall determine. Without prejudice to the right of the Security Trustee to require payment of such interest, all such interest shall be compounded (both before and after any demand or judgment) on such days as the Security Trustee shall from time to time determine.

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APPENDIX 2

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1 CHARGES

1.1 Fixed charge

The Company with full title guarantee has charged to the Security Trustee (as agent and security trustee for the Finance Parties and itself) by way of a first fixed charge (and, as applicable, as regards all those parts of the freehold and leasehold property in England and Wales due or owing or incurred to the Security Trustee at the date of the Debenture or thereafter) as a continuing security for the payment and discharge of the Secured Obligations, the following assets from time to time owned by the Company or in which the Company may from time to time have an interest (beneficial or otherwise and the proceeds of sale or realisation thereof):

(a) Property

All present and future freehold and leasehold property of the Company situate in England and Wales and all liens, charges, options, agreements, rights and interests in or over land or the proceeds of sale of land situate in England and Wales and all buildings, fixtures (including trade and tenant's fixtures) and fixed plant and machinery from time to time on such property or land together with all rights, easements and privileges appurtenant to, or benefiting, the same including all options, agreements, liens, mortgages and charges in relation thereto and the proceeds of sale or disposal thereof and shall include the Property details of which are set out in Schedule 1, below);

(b) Plant and machinery

All present and future:

- (i) plant;**
- (ii) machinery;**
- (iii) vehicles;**
- (iv) tools;**
- (v) computer equipment;**
- (vi) office equipment; and**
- (vii) other equipment,**

of the Company and the benefit of all contracts and warranties relating to the same wherever situated and whether or not affixed to any property and all

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rights and interests of the Company in any plant and machinery which is hired, leased or rented by the Company from third parties including, without prejudice to the generality of the foregoing, the Company's right to any refunds of rentals or other payments;

(c) Securities

All present and future stocks, shares, bonds, certificates of deposit, derivatives, depository receipts and securities of any kind whatsoever whether marketable or otherwise and all other interests and rights (including but not limited to loan capital or indebtedness or liabilities in any manner owing) in any person, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all rights, money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, income, interest or otherwise in respect thereof and all property and rights in respect of any account held by the Company as participant, beneficiary, nominee or trustee participant with any clearance or settlement system;

(d) Book debts

All present and future book debts due or owing to the Company or in which the Company is legally, beneficially or otherwise interested and the proceeds thereof, whether actual or contingent, whether arising under contracts or in any other manner whatsoever and whether originally owing to the Company or purchased or otherwise acquired by it and all things in action which may give rise to any book debt together with the full benefit of any Security Interests, Collateral Instruments and any other rights relating thereto including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and similar and associated rights;

(e) Insurances

All monies from time to time payable to the Company under or pursuant to the Insurances including without limitation the refund of any premiums;

(f) Goodwill and uncalled capital

All goodwill and uncalled capital of the Company;

(g) Agreements

The benefit of all guarantees, indemnities, rent deposits, agreements, contracts, undertakings and warranties;

(h) Cash

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All bank accounts (including the Account), cash at bank and all credit balances (including the Charged Balance) on any account with the Security Trustee or any Finance Party or with any other person whatsoever (notwithstanding that the existence of such an account may be in breach of the Debenture) including the proceeds of book debts, revenues and claims charged pursuant to clause 3.1(d) of the Debenture (reproduced here as paragraph 1.1(d), above) which proceeds shall, on payment into the Account cease to be subject to the charge in clause 3.1(d) of the Debenture but shall be subject to the charge in clause 3.1(h) of the Debenture (here reproduced as paragraph 1.1(h), above);

(i) Intellectual Property Rights

All present and future:

- (i) patents, trade marks and service marks, trade names, brand names, domain names, registered designs, design rights, copyrights, computer programs, know-how, inventions, formulas and trade secrets and all other industrial or intangible property or rights (whether registered or not);
- (ii) benefits of any pending applications for any of the rights referred to in (i); and
- (iii) benefits deriving from the rights and applications referred to in (i) and (ii) including, but not limited to, royalties, fees, profit-sharing agreements and income arising therefrom and all licences in respect of any Intellectual Property Rights whether granted to the Company or granted by the Company and all other agreements and ancillary rights to the rights and applications referred to in (i) and (ii) above; and

(j) Other debts and contracts

All other debts, claims, rights and choses in action both present and future of the Company or in which the Company is legally, beneficially or otherwise interested over and above the debts referred to in clause 3.1(d) of the Debenture (reproduced here as paragraph 1.1(d), above) and the proceeds thereof including, without prejudice to the generality of the foregoing, deposits and credit balances held by the Company with the Security Trustee or any third party (and whether jointly or otherwise and whether in the Account or otherwise) from time to time, any amounts owing to the Company by way of rent, licence fee, service charge or otherwise in respect of any of the Property and all rights and the proceeds of such rights actual or contingent arising under or in connection with any contract whatsoever in which the Company has any right, title or interest whether of insurance or otherwise and any amounts owing or which will come into the Company by

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way of damages, compensation or otherwise and the benefit of all rights relating to such debts, claims, rights and choses in action.

1.2 Assignment

- (a) The Company with full title guarantee as a continuing security for the payment and discharge of the Secured Obligations has assigned to the Security Trustee (as agent and security trustee for the Finance Parties and itself) the following assets, both present and future, from time to time owned by the Company or in which the Company may have an interest:

(i) Rental Income

All the Company's right, title and interest in and to the Rental Income and any guarantee of any Rental Income contained in or relating to any Occupational Lease;

(ii) Hedging Agreements

All the Company's right, title and interest in and to the Hedging Agreements;

(iii) Assigned Contracts

All the Company's right, title and interest in and to the Assigned Contracts;

(iv) Accounts

All the Company's rights and interests in and to all moneys (including interest) from time to time standing to the credit of the Accounts and the debt or debts represented by them;

(v) Goodwill and uncalled capital

All goodwill and uncalled capital of the Company; and

(vi) Insurances

All monies from time to time payable to the Company under or pursuant to the Insurances including, without limitation, the refund of any premiums.

- (b) To the extent that any such right, title and interest described in paragraphs 1.2(a)(ii) and 1.2(a)(vi), above, is not assignable or capable of assignment, such assignment purported to be affected by paragraphs 1.2(a)(ii) and 1.2(a)(vi), above, shall operate as:

- (i) in the case of the Assigned Contracts, an assignment of any and all damages, compensation, remuneration, profit, rent or income which the Company may derive from the Assigned Contracts or be awarded or entitled to in respect of the Assigned Contracts; and

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- (ii) in the case of the Insurances, an assignment of any and all proceeds of the insurances received by the Company subject to the terms of any Occupational Leases and save for any proceeds of such insurances properly payable to any third party and to which the Company has no right, title or interest,

in each case is continuing security for the payment and discharge of the Secured Obligations.

1.3 Floating charge

- (a) The Company with full title guarantee has charged to the Security Trustee (as agent and security trustee for the Finance Parties and itself) by way of a first floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assigned pursuant to clauses 3.1 and 3.2 of the Debenture (reproduced here as paragraphs 1.1 and 1.2, above), or otherwise pursuant to the Debenture. The floating charge contained in this paragraph 1.3 is a "qualifying floating charge" within the meaning of paragraph 14 of Schedule B1 to the Insolvency Act 1986, and that paragraph shall apply to the Debenture.
- (b) Notwithstanding anything else contained in the Debenture:
 - (i) the floating charge created by the Debenture may not be converted into a fixed charge solely by reason of:
 - (A) the obtaining of a moratorium in respect of the Company pursuant to Section 1A to the Insolvency Act 1986; or
 - (B) anything done with a view to obtaining such a moratorium;
 - (ii) the Security Trustee (as agent and security trustee for the Finance Parties and itself) is not entitled to appoint a receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) in respect of the Company pursuant to Section 1A of Schedule A1 to the Insolvency Act 1986 except with the leave of the court.

1.4 Conversion of floating charge by notice

Subject only to clause 3.3(b) of the Debenture (reproduced here as paragraph 1.3(b), above), notwithstanding anything expressed or implied in the Debenture, the Security Trustee is entitled at any time by giving notice in writing to the Company to convert the floating charge over all or any part of the Floating Charge Assets into a fixed charge as regards the assets specified in such notice.

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1.5 Automatic conversion of floating charge

Subject only to clause 3.3(b) of the Debenture (reproduced here as paragraph 1.3(b), above), the floating charge contained in the Debenture shall automatically and without notice be converted into a fixed charge in respect of any Floating Charge Assets:-

- (a) which shall become subject to a Security Interest other than a Permitted Security Interest or to a disposition contrary to the provisions of clause 3.8 of the Debenture (reproduced here as paragraph 2, below);
- (b) if and when any person levies or notifies the Company that it intends to levy any distress, execution, sequestration or other process against any of the Charged Property; or
- (c) if any of the Secured Obligations become due and outstanding prior to their stated maturity; or
- (d) if an Event of Default has occurred or is continuing.

1.6 Assignment provisions

In respect of the Charged Assets which are assigned to the Security Trustee under clause 3.2 of the Debenture (reproduced here as paragraph 1.2, above):

- (a) they are assigned absolutely but subject to reassignment upon the Secured Obligations being paid or discharged in full and there being no future or contingent debt which may arise, whereupon the Security Trustee shall, at the request and cost of the Company, reassign the Charged Assets to the Company;
- (b) the Company shall promptly upon entering into the Debenture give to all relevant third parties notices of such assignment in accordance with clause 8.2 of the Debenture or otherwise and the Security Trustee may (but shall not be obliged to) deliver such notices of assignment to the relevant third parties if the Company fails to do so within a reasonable time and all costs incurred by the Security Trustee shall be paid by the Company and bear interest from the date such costs were incurred, suffered, computed or payable pursuant to clauses 2.2 and 2.3 of the Debenture (reproduced here as paragraphs 1.2 and 1.3 of Appendix 1 to this Form 395); and
- (c) in respect of any Insurances assigned, the Security Trustee shall have no responsibility for the performance of the obligations of the Company thereunder, and the Company shall continue to observe and perform its obligations under the Insurances.

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2 NEGATIVE PLEDGE AND RESTRICTIONS ON DEALING WITH CHARGED PROPERTY

2.1 The Company has covenanted with the Security Trustee (as agent and security trustee for the Finance Parties and itself) that (save in respect of Permitted Security Interests) it will not without the prior consent in writing of the Security Trustee:

- (a) dispose of, or create or attempt to create or permit to subsist or arise any Security Interest on or over, the Debts or any part thereof or the equity of redemption in respect thereof or release, set off or compound or deal with the same otherwise than in accordance with clause 8.1(a) of the Debenture and where the Security Trustee makes a payment at the request of the Company which is debited to any account with the Security Trustee for the time being in credit, the Security Trustee shall be deemed to have given any necessary consent for such payment unless it was made as a result of some mistake of fact on behalf of the Security Trustee;
- (b) create or attempt to create or permit to subsist in favour of any person other than the Security Trustee any Security Interest (except a lien arising by operation of law in the ordinary course of trading of the Company over property other than land) on or affecting the other Charged Property or any part thereof or the equity of redemption in respect thereof; or
- (c) dispose of the other Charged Property or any part thereof or the equity of redemption in respect thereof or attempt or agree so to do except in the case of:
 - (i) Floating Charge Assets which may, and subject to the other provisions of the Debenture, be disposed of for full value in the ordinary course of business save that the Company may not dispose of the whole or any material part of the Floating Charge Assets whether by a single transaction or a number of transactions whether related or not; and
 - (ii) disposals permitted by the terms of the Facility Agreement;
- (d) assign or create a Security Interest over, or otherwise deal with the income from any lease or tenancy of, any of the Property.

3 FURTHER ADVANCES

3.1 The Security Trustee and the Finance Parties are under an obligation contained in, and subject to, the terms of the Facility Agreement to make further advances to the Company and this security has been made for securing such further advances.

4 FURTHER ASSURANCE

4.1 The Company shall:

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- (a) if and when required by the Security Trustee, execute and deliver such further Security Interests and assurances in favour of the Security Trustee (for the benefit of the Finance Parties and itself) and do all such acts and things (including giving any notices and taking such steps) as the Security Trustee shall from time to time require (with any documents being in such form as the Security Trustee shall require) over or in relation to all or any of the Charged Property to secure the Secured Obligations or to perfect or protect the security intended to be created by the Debenture over the Charged Property or any part thereof or to facilitate the realisation of the same; and
- (b) at any time on or after the Enforcement Date do and execute all acts, deeds and documents which the Security Trustee may then require to facilitate the realisation of the Charged Property.

5 POWER OF ATTORNEY

5.1 The Company, by way of security, has irrevocably appointed each of the Security Trustee and any Receiver severally (and each Receiver severally if there is more than one) to be its attorney in its name and on its behalf:

- (a) to execute and complete any documents or instruments which the Security Trustee or such Receiver may require for perfecting the title of the Security Trustee to the Charged Property or for vesting the same in the Security Trustee, its nominees or any purchaser;
- (b) to sign, execute, seal and deliver and otherwise perfect any further security document referred to in clause 10 of the Debenture (reproduced here as paragraph 4, above); and
- (c) otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Security Trustee or a Receiver under the Debenture or which may be deemed expedient by the Security Trustee or a Receiver in connection with any disposition, realisation or getting in by the Security Trustee or such Receiver of the Charged Property or any part thereof or in connection with any other exercise of any power under the Debenture.

6 CONTINUING SECURITY

6.1 The Debenture and the obligations of the Company under the Debenture shall:

- (a) secure the ultimate balance from time to time owing to the Security Trustee by the Company and shall be a continuing security notwithstanding any settlement of account or other matter whatsoever;

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- (b) be in addition to, and not prejudice or affect, any present or future Collateral Instrument, Security Interest, right or remedy held by or available to the Security Trustee;
- (c) not merge with or be in any way prejudiced or affected by the existence of any such Collateral Instruments, Security Interest, rights or remedies or by the same being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Security Trustee dealing with, exchanging, releasing, varying or failing to perfect or enforce any of the same or giving time for payment or indulgence or compounding with any other person liable;
- (d) not be discharged or affected by any failure of, or defect in, any agreement given by or on behalf of the Company in respect of any Secured Obligations nor by any legal limitation in any matter in respect of any Secured Obligations or by any other fact or circumstances (whether known or not to the Company, any Finance Party or the Security Trustee) as a result of which any Secured Obligations may be rendered illegal, void or unenforceable by the Security Trustee; and
- (e) remain binding on the Company notwithstanding any amalgamation, reconstruction, reorganisation, merger, sale or transfer by or involving any Finance Party or the Security Trustee or of the assets of any Finance Party or the Security Trustee and for this purpose the Debenture and all rights conferred on each Finance Party and the Security Trustee under it may be assigned or transferred by such Finance Party or the Security Trustee accordingly.

Continuation for Form 395

MILECARE LIMITED
(the "Company")

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as agent and security trustee for itself and each of the Finance Parties
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Schedule 1

The Property

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Continuation for Form 395

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Schedule 2

The Accounts

<u>Account Bank</u>	<u>Sort Code</u>	<u>Account Name</u>	<u>Account Number</u>
Barclays Bank	20-65-82	Rent Account	40936154
Barclays Bank	20-65-82	General account	20818356

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Definitions

"Account" means the account or accounts whose details appear in Schedule 4 to the Debenture (and reproduced here in Schedule 2 to Appendix 2) and any other account which the Company and the Security Trustee have designated as an Account;

"Agent" means Nationwide Building Society;

"Arranger" means Nationwide Building Society;

"Assigned Contracts" means the contracts and agreements listed in Schedule 2 to the Debenture;

"Borrowers" means:

- (a) Deanshield Limited Partnership (limited partnership number LP11230) acting by its general partner Deanshield Limited (Company number 05697315);
- (b) Milecare Limited Partnership (limited partnership number LP11968) acting by its general partner Milecare Limited (Company number 06068885);
- (c) Embersdale Limited Partnership (limited partnership number LP010432) acting by its general partner Embersdale Limited (Company number 05381052);
- (d) Tigerhudd Limited Partnership (limited partnership number LP010431) acting by its general partner Tigerbay Properties Limited (Company number 05043493);
- (e) Hopeshield Limited Partnership (limited partnership number LP11358) acting by its general partner Hopeshield Limited (Company number 05770229);

"Charged Assets" means all the undertaking, goodwill, property, assets and rights of the Company described in clauses 3.1, 3.2 and 3.3 of the Debenture (as reproduced here in 1.1, 1.2 and 1.3 of Appendix 2) or any part of them;

"Charged Balance" means the balance for the time being of the Account including all interest thereon;

"Charged Property" means the Account, the Charged Balance and all the other property, assets and rights of the Company charged under the Debenture;

"Collateral Instruments" means negotiable and non-negotiable instruments, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing a Security Interest;

"Commitment" means:

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- (a) in relation to an Original Lender, the amount set opposite its name in Schedule 1 to the Facility Agreement; and
- (b) in relation to any other Lender, the amount of any Commitment acquired by it under clause 26 of the Facility Agreement,

to the extent not cancelled, transferred or reduced under the Facility Agreement;

"Debts" means the assets of the Company described in clause 3.1(d) and 3.1(j) of the Debenture (and reproduced here in 1.1(d) and 1.1(j) of Appendix 2);

"Duty of Care" means each duty of care deed dated 11 March 2009 between each Borrower, each Managing Agent and the Security Trustee;

"Enforcement Date" means the date on which the Security Trustee demands the payment or discharge of all or any part of the Secured Obligations or, if earlier, the date on which a formal step is taken by any person with a view to placing the Company into administration;

"Event of Default" means each of the events set out in clause 19.2 to 19.17 (inclusive) of the Facility Agreement;

"Facility Agreement" means the facility agreement dated 11 March 2009 between the Borrowers, the Guarantors, Nationwide Building Society as arranger, agent and security trustee, and the banks and financial institutions listed therein as Original Lenders pursuant to which the Original Lenders agree to make available to the Borrowers a term loan facility (the **"Facility"**);

"Fee Letter" means the letter dated on or about the date of the Facility Agreement between the Agent, the Arranger and the Borrowers setting out the amount of the fees referred to in clauses 7.6(b)(iii), 22.1, 22.2 and 22.3 of the Facility Agreement;

"Finance Documents" means:

- (a) the Facility Agreement;
- (b) the Fee Letter;
- (c) each Novation Certificate;
- (d) each Security Document;
- (e) the Hedging Agreements; or
- (f) any other document designated as such by the Agent and the Borrowers;

"Finance Party" means the Arranger, a Lender, the Agent or the Security Trustee and **"Finance Parties"** means all of them;

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"Floating Charge Assets" means the assets of the Company from time to time expressed to be charged by the Debenture by way of a floating charge;

"General Partners" means;

- (a) Deanshield Limited, as general partner of the Deanshield LP;
- (b) Embersdale Limited, as general partner of the Embersdale LP;
- (c) Hopeshield Limited, as general partner of the Hopeshield LP;
- (d) Milecare Limited, as general partner of the Milecare LP; and
- (e) Tigerbay Properties Limited, as general partner of the Tigerhudd LP,

and **"General Partner"** shall be construed accordingly.

"Guarantee" means the guarantee and indemnity contained in the Facility Agreement under which each Restricted Guarantor guarantees the obligations of the Restricted Obligors to the Finance Parties;

"Guarantors" means:

- (a) Deanshield Limited Partnership (limited partnership number LP11230) acting by its general partner Deanshield Limited (Company number 05697315);
- (b) Milecare Limited Partnership (limited partnership number LP11968) acting by its general partner Milecare Limited (Company number 06068885);
- (c) Embersdale Limited Partnership (limited partnership number LP010432) acting by its general partner Embersdale Limited (Company number 05381052);
- (d) Tigerhudd Limited Partnership (limited partnership number LP010431) acting by its general partner Tigerbay Properties Limited (Company number 05043493);
- (e) Hopeshield Limited Partnership (limited partnership number LP11358) acting by its general partner Hopeshield Limited (Company number 05770229);
- (f) Deanshield Limited (Company number 05697315);
- (g) Milecare Limited (Company number 06068885);
- (h) Embersdale Limited (Company number 05381052);
- (i) Tigerbay Properties Limited (Company number 05043493);

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- (j) Hopeshield Limited (Company number 05770229);
- (k) Froststar Limited (Company number 05733290);
- (l) Heatgold Limited (Company number 05666431);
- (m) Addhold Limited (Company number 05420950);
- (n) Mileguide Limited (Company number 05414066);
- (o) Slatecharm Limited (Company number 05736605);
- (p) Erinrange Limited (Company number 05769437);
- (q) Fabtown Limited (Company number 06128740);
- (r) Lordclass Limited (Company number 06024765);
- (s) Itemstore Limited (Company number 05409644);
- (t) Magicstand Limited (Company number 05409647).

"Hedging Agreements" means each of the agreements entered into or to be entered into by the Borrowers and a financial institution acceptable to the Security Trustee for the purpose of hedging the Borrowers' interest rate liabilities in relation to all or any part of the Facility in the form previously approved by the Agent;

"Insurances" means all present and future contracts or policies of insurance (including life policies) in which the Company from time to time has an interest;

"Intellectual Property Rights" means the assets of the Company described in clause 3.1(i) of the Debenture (and reproduced here in 1.1(i) of Appendix 2);

"Intercreditor Deed" means the intercreditor deed in form and substance satisfactory to the Agent dated 11 March 2009 between, amongst others, the Agent, the Security Trustee, the Borrowers and the Subordinated Creditor;

"Lender" means:

- (a) an Original Lender; or
- (b) any bank, building society, financial institution or other company resident in the United Kingdom for United Kingdom tax purposes which has become a party in accordance with clause 26 of the Facility Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement;

"Majority Lenders" means, at any time, Lenders whose Commitments:

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- (a) then aggregate more than 66 2/3 per cent. of the Total Commitments; or
- (b) if the Total Commitments have been reduced to zero, aggregated more than 66 2/3 per cent. of the Total Commitments immediately before the reduction;

"Managing Agent" means Arundel Williams & Surplice Limited of Unit 2 Killingbeck Drive, York Road, Leeds LS14 6UF, GVA Grimley Limited of 3 Bringley Place, Birmingham B1 2JB and CCM Associates (Cardiff) Limited of Phoenix House, 8 Cathedral Road, Cardiff CF11 9LJ, or such other managing agent as the Agent shall approve;

"Novation Certificate" has the meaning set out in clause 26.3(a)(i) of the Facility Agreement;

"Obligors" means the Borrowers, which for the avoidance of doubt includes each General Partner, and the Guarantors and **"Obligor"** means any of them;

"Occupational Leases" means all leasehold interests and other occupational rights whatsoever (including, without limitation, all licences and agreements for leases) in existence from time to time relating to the whole or any part of any Property;

"Original Lender" means Nationwide Building Society;

"Party" means a party to the Facility Agreement;

"Permitted Security Interests" means:

- (a) Security Interests arising under the Security Documents;
- (b) liens arising by operation of law in the ordinary course of business and securing amounts not more than 120 days overdue;
- (c) rights of set-off arising in the normal course of business and the aggregate amount of which is not material or netting arrangements arising in the ordinary course of banking business for cash management purposes, whether arising by operation of law or contract;
- (d) Security Interests arising by way of retention of title to goods by the supplier of goods where those goods are supplied subject to the retention of title and are acquired in the ordinary course of business;
- (e) Security Interests created or outstanding with the prior written consent of the Majority Lenders.

"Property" means the assets of the Company described in Schedule 3 to the Debenture (and reproduced here in Schedule 1 to Appendix 2) (and **"Property"** shall be construed accordingly);

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"Receiver" means any one or more receivers and/or managers or administrative receivers or administrators appointed by the Security Trustee pursuant to the Debenture in respect of the Company or over all or any of the Charged Property;

"Rental Income" means the aggregate of all amounts payable to or for the benefit or account of a Borrower in connection with the letting of the Properties or any part of them, including without limitation, each of the following:

- (a) rent (and any amount equivalent to it) payable whether it is variable or not and however or whenever it is described, reserved or made payable;
- (b) any increase of rent payable by virtue of any offer falling within the proviso of section 3(1) of the Landlord and Tenant Act 1927;
- (c) any rent payable by virtue of a determination made by the Court under section 24(A) – 24 (D) of the Landlord and Tenant Act 1954;
- (d) any other monies payable in respect of occupation and/or usage of the Properties and every fixture and fitting in them and any and every fixture on them for display or advertisement, on licence or otherwise;
- (e) any profits awarded or agreed to be payable as a result of any proceedings taken or claim made for the same;
- (f) any damages, compensation, settlement or expenses for or representing loss of rent or interest on them awarded or agreed to be payable as a result of any proceedings taken or claim made for the same net of any costs, fees and expenses paid in furtherance of such proceedings so taken or claim so made;
- (g) any moneys payable under any policy of insurance in respect of loss of rent or interest on it;
- (h) any moneys payable under any rental guarantees provided to the Obligors in respect of any Property;
- (i) any sum payable or the value of any consideration to be given by or on behalf of a tenant for the surrender or variation of any Occupational Lease or occupancy agreement; and
- (j) any interest payable on any sum referred to above and any damages, compensation or settlement payable in respect of the same,

but excluding any payments in respect of VAT, rates, service charges, tenants' contributions to insurance and maintenance charges;

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"Restricted Guarantors" means Hopeshield LP, Milecare LP, Deanshield LP, Froststar Limited, Heatgold Limited, Slatecharm Limited, Erinrange Limited, Fabtown Limited, Lordclass Limited, Hopeshield Limited, Milecare Limited and Deanshield Limited;

"Restricted Obligors" means the Restricted Borrowers, which for the avoidance of doubt includes each general partner of the Restricted Borrowers and the Restricted Guarantors and **"Restricted Obligor"** means any of them;

"Secured Obligations" means all moneys, obligations and liabilities covenanted to be paid or discharged by the Company under or pursuant to clause 2 of the Debenture (reproduced here as Appendix 1);

"Security Documents" means:

- (a) each Debenture;
- (b) each Legal Charge;
- (c) the Intercreditor Deed;
- (d) each Duty of Care; and
- (e) any other agreements from time to time designated as such by the Agent and the Borrowers;

"Security Interest" means any mortgage, standard security, pledge, lien, charge, assignment, assignation, hypothecation or security interest or any other security agreement or security arrangement;

"Sterling" means the lawful currency of the United Kingdom at the date of the Facility Agreement;

"Subordinated Creditor" means Aldermanbury Investments Limited; and

"Total Commitments" means the aggregate for the time being of the Commitments at the date of the Facility Agreement.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6068885
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 11 MARCH
2009 AND CREATED BY MILECARE LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO NATIONWIDE BUILDING SOCIETY (THE "SECURITY
TRUSTEE") AND EACH OF THE FINANCE PARTIES OR ANY OF
THEM 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 26
MARCH 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31 MARCH 2009

Pratt



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES