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M**COMPANIES FORM No. 395****Particulars of a mortgage or charge****395**

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

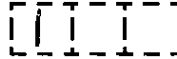
CHFP025

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



6397426

Name of company

* **Broomco (4108) Limited** (the "Chargor")

Date of creation of the charge

22 October 2007

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

Composite Guarantee and Debenture (the "Deed")

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 alone or in any other capacity whatsoever) ~~of any Group Company to the Security Trustee~~ under or pursuant to the Loan Stock Instrument (including all monies covenanted to be paid under this Deed), provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, this Deed (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985

ON ANY ACC + 10

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

Sovereign Capital Partners LLP ("Security Trustee") (registered number OC 309409) whose registered office is at 25 Buckingham Gate, London SW1E 6LD

Postcode SW1E 6LD

Presenter's name address and
reference (if any)

DLA Piper UK LLP
Victoria Square House
Victoria Square
Birmingham
B2 4DL

89907/120044/16353320

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

SATURDAY



ADLNxU5R

A12

27/10/2007

209

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please refer to attached Schedules 1 and 2

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

DLA Piper UK LLP

Date 26 October 2007

On behalf of ~~XXXXXXXX~~ [mortgagee/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**

Schedule 1

1. NATURE OF SECURITY

All Encumbrances and dispositions created under the Deed

- 1 1 1 are created in favour of the Security Trustee,
- 1 1 2 are created with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and
- 1 1 3 are continuing security for payment of all of the Secured Obligations

2. QUALIFYING FLOATING CHARGE

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986)

3. FIXED CHARGES

Each of the Charging Companies charges and agrees to charge all the present and future right, title and interest of such Charging Company in and to the following assets which are at any time owned by such Charging Company, or in which such Charging Company from time to time has an interest

- 3 1 1 by way of legal mortgage
 - (a) the Property, and
 - (b) all other Property (if any) at the date of the Deed vested in, or charged to, such Charging Company (not charged by clause 3 1 1(a) of the Deed),
- 3 1 2 by way of fixed charge
 - (a) all other Property and all interests in Property (not charged by clause 3 1 1 of the Deed, and

(b) all licences to enter upon or use land and the benefit of all other agreements relating to land,

3 1 3 by way of fixed charge all plant and machinery (not charged under clause 3 1 1 or 3 1 2 of the Deed) and the benefit of all contracts, licences and warranties relating to the same,

3 1 4 by way of fixed charge

(a) all computers, vehicles, office equipment and other equipment (not charged by clause 3 1 3 of the Deed), and

(b) the benefit of all contracts, licences and warranties relating to the same

3 1 5 by way of

(a) fixed charge all the Charged Securities,

(b) fixed charge all other Charged Securities (not charged by clause 3 1 5(a) of the Deed),

in each case, together with (1) all Related Rights from time to time accruing to those Charged Securities and (2) all rights which such Charging Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,

3 1 6 by way of fixed charge

(a) the Security Accounts and all monies at any time standing to the credit of the Security Accounts, and

(b) all monies standing to the credit of such Charging Company from time to time on any and all accounts with any bank, financial institution or other person not otherwise charged by clause 3 1 6(a) of the Deed,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such

monies or account and all rights to repayment of any of the foregoing,

3 1 7 by way of fixed charge

- (a) the Intellectual Property (if any), and
- (b) all other Intellectual Property (if any) (not charged by clause 3 1 7(a)) of the Deed,

3 1 8 by way of fixed charge (to the extent not otherwise charged or assigned in the Deed)

- (a) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of such Charging Company or the use of any of its assets, and
- (b) any letter of credit issued in favour of such Charging Company and all bills of exchange and other negotiable instruments held by it, and

3 1 9 by way of charge all of the goodwill and uncalled capital of such Charging Company

4. FLOATING CHARGE

Each of the Charging Companies charges and agrees to charge by way of floating charge all of its present and future

4 1 1 assets and undertaking (wherever located) which are not effectively charged by way of fixed mortgage or charge to the provisions of clause 3 (*Fixed charges* of the Deed), clause or any other provision of the Deed, and

4 1 2 (whether or not effectively so charged) heritable property and all other property and assets in Scotland

5. CONTINUING SECURITY

The Security is continuing and will extend to the ultimate balance of all the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Deed shall remain in full force and effect as a continuing security for the duration of the Security Period

6. ADDITIONAL AND SEPARATE SECURITY

The Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Encumbrance which the Security Trustee may at any time hold for any of the Secured Obligations

7. RIGHT TO ENFORCE

The Deed may be enforced against each or any Charging Company without the Security Trustee first having recourse to any other right, remedy, guarantee or Encumbrance held by or available to it

8. RESTRICTIONS ON DEALING

Unless expressly permitted to do so under the Loan Stock Instrument, no Charging Company will do or agree to do any of the following without the prior written consent of the Security Trustee

8 1 1 save as provided under the Permitted Security create or permit to subsist any Encumbrance on any of the Security Assets (or a lien arising solely by operation of law in the ordinary course of trading which does not secure indebtedness for borrowed money) other than to the extent permitted by the Loan Stock Instrument, or

8 1 2 sell, transfer, lease, lend or otherwise dispose of, whether by a single transaction or a number of transactions and whether related or not, the whole or any part of its interest in any Security Asset (other than, in the case of the Properties only, the sale, transfer, lease, lend or disposal is made in accordance with or allowed under the Subscription Agreement and other than matters relating to or associated with the Call Option)

Schedule 2

Definitions

In the Deed the following terms have the following meanings

"Call Options" has the meaning given in the Subscription Agreement,

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities,

"Charged Securities" means

- (a) all stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or *"investments"* (as defined in part II of schedule II to the Financial Services and Markets Act 2000 in force at the date of the Deed) now or in future owned (legally or beneficially) by a Charging Company or in which such Charging Company has an interest at any time,

"Charging Companies" those companies set out in schedule 3 and any other members of the Group which accede to the terms of the Deed pursuant to the terms of a duly executed deed of accession,

"Encumbrance" means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, encumbrance, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security,

"Intellectual Property" means all present and future legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Charging Company in, or relating to, registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names, database rights, domain names (and any other rights of every kind deriving from or through the exploitation of any of the aforementioned rights of any Charging Company),

"Loan Stock" means the £8,040,000 fixed rate subordinated secured loan stock 2014 issued by the Chargor pursuant to an instrument dated on or about

the date hereof executed by the Chargor ("**Loan Stock Instrument**") or, from time to time, the principal amounts or such loan stock as may be outstanding from plus interest, costs, commissions and expenses in relation to such amounts due, owing or incurred by the Chargor,

"Permitted Security" means Bank Security and Vendor Security,

"Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) at the date of the Deed, or at any time thereafter, belonging to any Charging Company, or in which any Charging Company has an interest at any time (including the registered and unregistered land (if any) in England and Wales together with

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon,
- (b) all easements, rights and agreements in respect thereof,
- (c) all proceeds of sale of that property, and
- (d) the benefit of all covenants given in respect thereof,

"Related Rights" means, in relation to any Charged Securities

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Securities or any asset referred to in paragraph (11) below,
- (b) all rights, monies or property accruing or offered at any time in relation to the Charged Securities whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

"Relevant Contract" means all contracts and agreements of a Charging Company together with each other agreement supplementing or amending or novating or replacing the same,

"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of any Group Company to the Security Trustee under or pursuant to the Loan Stock Instrument (including

all monies covenanted to be paid under the Deed), provided that no obligation or liability shall be included in the definition of "**Secured Obligations**" to the extent that, if it were so included, the Deed (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985,

"Security" means the Encumbrances created by or pursuant to the Deed,

"Security Account" has the meaning given to that term in clause 10.6.1(b) of the Deed,

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed,

"Security Period" means the period beginning on the date of the Deed and ending on the date on which

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and
- (b) the Security Trustee has no further commitment, obligation or liability under or pursuant to the Loan Stock Instrument,

"Subscription Agreement" means the agreement dated 22 October 2007 between, amongst others, the Chargor and the Security Trustee relating to the share capital of the Chargor

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 06397426

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT COMPOSITE GUARANTEE AND DEBENTURE DATED THE 22nd OCTOBER 2007 AND CREATED BY BROOMCO (4108) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY GROUP COMPANY TO SOVEREIGN CAPITAL PARTNERS LLP (SECURITY TRUSTEE) 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 27th OCTOBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1st NOVEMBER 2007

A handwritten signature in cursive script, appearing to read 'Laugeth'.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES