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CHFP025

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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

064757/169

395

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

[3][1][1][1]

6397427

Name of company

* BROOMCO (4109) LIMITED ("Charging Company")

Date of creation of the charge

31 OCTOBER 2007

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

22
GUARANTEE AND DEBENTURE

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

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

SOVEREIGN CAPITAL PARTNERS LLP (AS SECURITY TRUSTEE) (registered number OC 309409) whose registered office is at 25 Buckingham Gate, London

Postcode SW1E 6LD

Presentor's name address and
reference (if any)

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

98629/120000

Time critical reference

For official Use (06/2005)
Mortgage Section

TUESDAY



A41 13/11/2007 11
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

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

Signed DAVID PIPER JR CIP

Date 12 NOVEMBER 2007

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

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)),

3.1.2 by way of fixed charge

(a) all other Property and all interests in Property (not charged by clause 3.1.1), 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) 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), 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)),

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),

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)).

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 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*), clause or any other provision of the Deed, and

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

5. Conversion Of Floating Charge

5.1 Conversion by notice

The Security Trustee may, by written notice to a Charging Company, convert the floating charge created under the Deed into a fixed charge as regards all or any of the assets of such Charging Company specified in the notice if

5.1.1 an Event of Default has occurred and is continuing, or

5.1.2 the Security Trustee (acting reasonably) considers any Security Assets (whether or not those specified in the notice) to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy

5.2 Small companies

The floating charge created under the Deed by any Charging Company shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2002 (or anything done with a view to obtaining such a moratorium) in respect of the relevant Charging Company

5.3 Automatic conversion

The floating charge created under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge

5.3.1 in relation to any Security Asset which is subject to a floating charge if

- (a) save for the Permitted Security a Charging Company creates (or attempts or purports to create) any Encumbrance on or over the relevant Security Asset without the prior consent in writing of the Security Trustee, or
- (b) any third party save for the Bank levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset, and

5.3.2 over all Security Assets of a Charging Company which are subject to a floating charge if an administrator is appointed in respect of that Charging Company

5.4 Partial conversion

The giving of a notice by the Security Trustee pursuant to clause 5.1 (*Conversion by notice*) in relation to any class of assets of any Charging Company shall not be construed as a waiver or abandonment of the rights of the Security Trustee to serve

similar notices in respect of any other class of assets or of any of the other rights of the Security Trustee.

6. Continuing Security

6.1 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.

6.2 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.

6.3 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.

7. Liability Of Charging Companies Relating To Security Assets

Notwithstanding anything contained in the Deed or implied to the contrary, each Charging Company remains liable to observe and perform all of the conditions and obligations assumed by it in relation to the Security Assets. The Security Trustee is under no obligation to perform or fulfil any such condition or obligation or make any payment in respect of any such condition or obligation.

8. Undertakings By The Charging Companies

8.1 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)

8.2 Security Assets generally

Each Charging Company will

- 8 2 1 permit the Security Trustee (or its designated representatives), on reasonable written notice
- (a) access during normal office hours to the accounting records of such Charging Company and to any documents and records relating to the Security Assets, and
 - (b) to inspect, take extracts from, and make photocopies of, the same,
- and to provide (at the expense of such Charging Company), such clerical and other assistance which the Security Trustee may reasonably require to do the,
- 8 2 2 notify the Security Trustee within 14 days of receipt of every material notice, order or proposal given or made in relation to the Security Assets by any competent authority, and (if required by the Security Trustee) immediately provide it with a copy of the same and either (1) comply with such notice, order or proposal or (2) make such objections to the same as the Security Trustee may require or approve,
- 8 2 3 duly and punctually pay all rates, rents, Taxes, and other outgoings owed by it in respect of the Security Assets (or any of them),

- 8 2 4 comply in all material respects with all obligations in relation to the Security Assets under any present or future law, regulation, order or instrument or under any bye-laws, regulations or requirements of any competent authority or other approvals, licences or consents,
- 8 2 5 comply with all material covenants and obligations affecting any of the Security Assets (or the manner of use of any of them),
- 8 2 6 not, except with the prior written consent of the Security Trustee (such consent not to be unreasonably withheld or delayed), enter into any onerous or restrictive obligation affecting any of the Security Assets,
- 8 2 7 unless the Security Trustee otherwise confirms in writing, deposit with the Security Trustee all deeds and documents of title relating to the Security Assets (which the Security Trustee may request throughout the Security Period),
- 8 2 8 provide the Security Trustee with all information which it may reasonably request in relation to the Security Assets,
- 8 2 9 not do, cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Security Assets (or make any omission which has such an effect)

8.3 Property matters

- 8 3 1 Each Charging Company will
 - (a) maintain all buildings and erections forming part of the Security Assets in a good state of repair, and
 - (b) maintain all plant, machinery, fixtures, fittings and other effects for the time being owned by it in good working order and condition and will, immediately on request by the Security Trustee, affix to any such item (in a prominent position) a durable notice of the Deed (in any form required by the Security Trustee)

- 8 3 2 No Charging Company will, except with the prior written consent of the Security Trustee or as expressly permitted under the Loan Stock Instrument or as permitted by the Subscription Agreement, confer on any person
- (a) any lease or tenancy of any of the Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power),
 - (b) any right or licence to occupy any land or buildings forming part of the Property, or
 - (c) any licence to assign or sub-let any part of the Property
- 8 3 3 No Charging Company will carry out any development within the meaning of the Planning Acts in or upon any part of the Property without first obtaining such permissions as may be required under or by virtue of the Planning Acts and, in the case of development involving a substantial change in the structure of, or a change of use of, any part of the Property, without first obtaining the written consent of the Security Trustee
- 8 3 4 No Charging Company will do, or permit to be done, anything as a result of which any lease may be liable to forfeiture or otherwise be determined
- 8 3 5 Each Charging Company will notify the Security Trustee immediately upon the acquisition of any estate or interest in any freehold or leasehold property
- 8 3 6 Each Charging Company will permit the Security Trustee and any person nominated by it at all reasonable times with reasonable notice to enter any part of the Property and view the state of it
- 8 3 7 Each Charging Company will grant the Security Trustee on request all reasonable facilities within the power of such Charging Company to enable the Security Trustee (or its lawyers) to carry out investigations of title to the Property and to make all enquiries in relation to any part of the Property which a prudent mortgagee might carry out Those investigations shall be carried out at the expense of such Charging Company
- 8 3 8 Immediately upon demand by the Security Trustee, each Charging Company will at its own expense provide the Security Trustee with a report as to title

of such Charging Company to its Property (concerning those items which may properly be sought to be covered by a prudent mortgagee in a lawyer's report of the nature)

8 3 9 Each Charging Company will, in respect of any freehold or leasehold property which is acquired after the date of the Deed by such Charging Company, the title of which is registered at HM Land Registry or the title to which is required to be so registered, give HM Land Registry written notice of the Deed and procure that notice of the Deed is clearly noted in the Register to each such title

8.4 Insurance

8 4 1 Each of the Charging Companies will at all times comply with its obligations as to insurance contained in the Facilities Agreement

8 4 2 If at any time any Charging Company defaults in effecting or keeping up the insurances referred to in the clause 8 4 (*Insurance*), or in producing any insurance policy or receipt to the Security Trustee on demand, the Security Trustee may take out or renew such policies of insurance in any sum which the Security Trustee may reasonably think expedient All monies which are expended by the Security Trustee in doing so shall be deemed to be properly paid by the Security Trustee and shall be reimbursed by such Charging Company on demand

8 4 3 In relation to the proceeds of Insurances

- (a) each Charging Company will notify the Security Trustee if any claim arises or may be made under the Insurances,
- (b) the Security Trustee shall have the sole right to settle or sue for any such claim and give any discharge for insurance monies, and
- (c) all claims and monies received or receivable under any Insurances must (subject to the rights or claims of any lessor or landlord of any part of the Security Assets) be applied in repairing, replacing, restoring or rebuilding the property damaged or destroyed or (after the occurrence of an Event of

Default which is continuing) in permanent reduction of the Secured Obligations in such order as the Security Trustee sees fit

8.5 Intellectual Property

Unless the Security Trustee is of the opinion that the relevant Intellectual Property is of minor importance to the Group, each Charging Company will

8 5 1 do all acts as are reasonably practicable to maintain, protect and safeguard (including, without limitation, registration with all relevant authorities) its Intellectual Property and not discontinue the use of any of its Intellectual Property, and

8 5 2 take all such reasonable steps, including the commencement of legal proceedings, as may be necessary to safeguard and maintain the validity, reputation, integrity, registration or subsistence of its Intellectual Property

8.6 Dealings with and realisation of Receivables and Security Accounts

8 6 1 Each Charging Company will

(a) without prejudice to clause 8 1 (*Restrictions on dealing*) (but in addition to the restrictions in that clause), not (save by the Receivables facility), without the prior written consent of the Security Trustee, sell, assign, charge, factor or discount or in any other manner deal with any of the Receivables, and

(b) collect all Receivables promptly in the ordinary course of trading as agent for the Security Trustee and immediately upon receipt pay all monies which it may receive in respect of the Receivables into such specially designated account(s) as agreed with the Security Trustee from time to time) (such account(s) together with all additions to or renewals or replacements thereof (in whatever currency) being a "**Security Account**") and pending such payment, hold all monies so received upon trust for the Security Trustee

- 8 6 2 Each Charging Company will deal with the Receivables (both collected and uncollected) and the Security Accounts in accordance with any directions given in writing from time to time by the Security Trustee and, in default of and subject to such directions, in accordance with the Deed
- 8 6 3 Each Charging Company will deliver to the Security Trustee such information as to the amount and nature of its Receivables as the Security Trustee may from time to time reasonably require (taking into account the requirements of the Loan Note Instrument)

SCHEDULE 2

Definitions

In the Deed the following terms have the following meanings

"Act" means the Law of Property Act 1925,

"Bank" means HSBC Bank plc,

"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,

"Event of Default" means an event that arises pursuant to clause 3.3 of the Loan Stock Instrument,

"Facilities Agreement" means the facilities agreement dated on or about the date hereof between (1) the Chargor (2) and the Bank (in its various capacities),

"Group Companies" means the Charging Companies and the Chargor's other Subsidiaries from time to time,

"Guarantee" means the guarantee and indemnity contained in clause **Error! Reference source not found.** (*Guarantee and indemnity*) as extended by schedule 2 (*The Guarantee*),

"Insurances" means all policies of insurance (and all cover notes) which are at any time held by or written in favour of a Charging Company, or in which a Charging Company from time to time has an interest,

"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 £5,000,000 fixed rate subordinated secured investor 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,

"Party" means a party to the Deed,

"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,

"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Charging Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with

- (a) the benefit of all rights, guarantees, Encumbrances and remedies relating to any of the foregoing (including without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and
- (b) all proceeds of any of the foregoing,

"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 8.6.1(b);

"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, Broomco (4108) Limited, AH and the Security Trustee relating to the share capital of Broomco (4108) Limited

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 06397427

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT GUARANTEE & DEBENTURE DATED THE 31st OCTOBER 2007 AND CREATED BY BROOMCO (4109) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY GROUP COMPANY TO SOVEREIGN CAPITAL PARTNERS LLP (AS 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 13th NOVEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th NOVEMBER 2007

PO
TP



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES