

M

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

Name of company

* Just Jamie and Paulrich Limited (the **Company**)

Date of creation of the charge

11 June 2005

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

Debenture dated 11 June 2005 between, among others, the Company as Chargor and 3i (the **Debenture**)

Amount secured by the mortgage or charge

All monies and liabilities (whether present or future actual or contingent) due or owing or incurred by the Chargors (whether as principal or surety) at the date of the Debenture at any time or times thereafter pursuant to the Deed of Guarantee to 3i (the **Secured Liabilities**)

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

3i Group plc whose registered office is at 91 Waterloo Road, London ("3i")

Postcode SE1 8XP

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

Addleshaw Goddard
Alder Castle, 10 Noble Street,
London, EC2V 7JW

For official Use (02/00)
Mortgage Section

Post room



LD2
COMPANIES HOUSE

0471
22/06/05

Time critical reference

(See Annex 1 attached)

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)

N/A

Signed

Adele Ann Goddard

Date

22/06/06

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

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

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

† delete as
appropriate

FORM 395

Just Jamie and Paulrich Limited (the "Company")

Company number 1363111

ANNEX 1

1 Charging clause

Pursuant to Clause 3 of the Debenture, the Company with full title guarantee charged to 3i with the payment and discharge of the Secured Liabilities:

- 1.1 by way of fixed charge all estates and interests in any freehold and leasehold property of the Company both present and future (excluding the legally charged property) together with all buildings and fixtures (including trade and other fixtures) and fixed plant and machinery of the Company from time to time thereon and therein and the proceeds of sale thereof;
- 1.2 by way of fixed charge all stocks shares bonds loan capital and other securities both present and future belonging to the Company (including stocks or shares acquired pursuant to scrip dividends) and all rights relating thereto other than the right to be paid any dividend;
- 1.3 by way of fixed charge all book debts and other debts both present and future due or owing to the Company;
- 1.4 by way of fixed charge all the goodwill and uncalled capital of the Company both present and future;
- 1.5 by way of fixed charge all intellectual property rights and all licenses and ancillary rights and benefits (other than royalties and other sums payable in respect thereof) both present and future of the Company;
- 1.6 by way of floating charge the undertaking and all other property, assets and rights of the Company both present and future not otherwise effectively charged by way of fixed charge pursuant to paragraphs 3.1 to 3.5 of clause 3 of the Debenture, details of which are set out in paragraphs 1.1 to 1.5 above;

Paragraph 14 of Schedule B1 of the Insolvency Act 1986 (as amended by the Enterprise Act 2002) is expressed to apply to the floating charge created by clause 3.6 of the Debenture, details of which are set out in paragraph 1.6 above.

2 Restrictions on the Company

Pursuant to Clause 5 of the Debenture, the Company has undertaken that it shall not without the previous written consent of 3i:

- 2.1 except as may be required in connection with any Permitted Transaction, sell, give or share possession of, grant or agree to grant any lease or tenancy of, or accept or agree to accept a surrender or any variation or addition to the terms of any lease or tenancy of, or otherwise dispose of the fixed charged property or any part thereof save for the surrender of Leases;
- 2.2 except as may be required in connection with any Permitted Transaction, sell, assign or otherwise dispose of the whole or any substantial part of the floating charged property otherwise than in the ordinary course of business;
- 2.3 create or attempt to create any mortgage charge or other security upon any part of the charged property which would rank in priority to or pari passu with the fixed charges other than any security granted to 3i or the Permitted Security;

2.4 allow any lien to arise on or affect any part of the charged property except in the case of a lien arising by operation of law in the ordinary course of business or the Permitted Security.

3 Further Charges

Pursuant to Clause 7 of the Debenture, the Company has covenanted that it shall forthwith if and when called upon by 3i so to do execute in favour of 3i or as 3i shall direct such further legal and other mortgages and charges and assignments as 3i shall reasonably require of and on all the Company's estate and interest in the fixed charged property to secure all principal and other moneys intended to be secured by the Debenture such mortgages or charges or assignments to be prepared by or on behalf of 3i at the cost of the Company and to be in such form as 3i may reasonably require.

4 Further Assurance

Pursuant to Clause 16.1 of the Debenture, the Company has covenanted that it shall from time to time execute and do all such assurances and things as 3i may reasonably require for perfecting the security constituted by the Debenture and after the moneys secured by the Debenture shall have become payable for facilitating the realisation of the charged property or any part thereof and for exercising all powers authorities and discretions thereby or by law conferred on 3i or any Receiver appointed by it.

5 Attorney

Pursuant to Clause 16.2 of the Debenture, the Company irrevocably and until the date the security is released under Clause 25 of the Debenture and by way of security has appointed 3i to be its attorney in its name and on its behalf to execute and do any assurances and things which the Company ought to execute and do under the Debenture and generally to use the name of the Company in the exercise of all or any of the powers conferred by the Debenture on 3i or any Receiver appointed by it and the Company has expressly authorised 3i to pursue any insurance claim relating to the charged property in the name of the Company and to delegate all or any of the powers conferred upon it under the Debenture to any Receiver appointed by it or to such other person or persons as it may in its absolute discretion think fit.

6 Receiver

Pursuant to Clause 13 of the Debenture, 3i has the power to appoint any person or persons to be an administrator of the Company or be a Receiver of all or any part of the charged property.

7 Definitions

'book debts' shall mean all debts due to the Company (including without limitation rents, dividends and royalties or other sums payable in respect of intellectual property rights) whether or not the sum is such as would in the ordinary course of business be entered in the books relating to such business and shall extend to and be deemed to include:

(a) the benefit of all rights securities and guarantees of any nature whatsoever enjoyed or held by the Company in relation thereto and all moneys becoming payable to the Company in respect of debts due to or claims (including insurance claims) by the Company and any contributions due to the Company's assets pursuant to any court declaration under sections 212 to 215 of the Insolvency Act 1986 notwithstanding that the amount thereof shall not have been quantified at the time when the moneys hereby secured shall have become payable; and

(b) all moneys becoming payable to the Company in respect of book debts under or by virtue of any policy of insurance taken out by the Company against the non-payment of book debts.

'charged property' shall mean all the property assets and rights charged under the Debenture.

'Chargor' shall mean each of:

- (a) J5 Limited (registered number 05390820) whose registered office is at Unit 1, City North, Fonthill Road, London, N4 3HN
- (b) Fifth Avenue Holdings Limited (registered number: 04823009) whose registered office is at 12 York Gate, London, NW1 4QS;
- (c) Just Jamie Holdings Limited (registered number 03730679) whose registered office is at Unit 1, City North Fonthill Road, London, N4 3HN; and
- (d) the Company.

'Deed of Guarantee' shall mean the deed of guarantee and indemnity dated 11 June 2005 and granted by Fifth Avenue Holdings Limited, Just Jamie Holdings Limited and the Company.

'fixed charged property' shall mean together all the property assets and rights charged under Clauses 3.1 to 3.5 inclusive of the Debenture details of which are set out in paragraphs 1.1 to 1.5 of this form 395.

'floating charged property' shall mean all the property assets and rights charged under Clause 3.6 of the Debenture details of which are set out in paragraph 1.6 of this form 395.

'intellectual property rights' shall mean all rights in patents patent applications inventions trade marks trade mark applications service marks trade names registered designs copyrights know how confidential information trade secrets and any other intellectual property rights.

'Leases' shall mean:

- (a) the lease (undated) between Collin Estates Limited and Fifth Avenue Holdings Limited (now Fifth Avenue Limited) in respect of 23, 24 and 25 Eastcastle Street and 1,2 and 3 Marylebone Passage, ground floor and basement; and
- (b) the lease dated 7 December 2001 between Collin Estates Limited and Fifth Avenue Holdings Limited (now Fifth Avenue Limited) in respect of 23, 24 and 25 Eastcastle Street and 1,2 and 3 Marylebone Passage, first floor.

'legally charged property' shall mean any freehold or leasehold property of the Company which from time to time is and continues to be charged by way of legal mortgage in favour of 3i.

'Permitted Security' shall have the meaning given to it in the Term Loan Facility Agreement.

'Permitted Transaction' shall mean a hive-up of the business undertaken at the time of the creation of the Debenture by any of Fifth Avenue Holdings Limited, Just Jamie Holdings Limited or the Company as a going concern to any other Chargor, provided following such hive-up the assets acquired by any such other Chargor pursuant to such hive-up remain charged to 3i in accordance with the Debenture.

'Receiver' means an administrative receiver as defined in section 29(2) of the Insolvency Act 1986 and a receiver or manager within the meaning of section 29(1)(a) of the Insolvency Act 1986

'Term Loan Facility Agreement' shall mean the £4,450,000 term loan facility agreement dated 11 June 2005 between J5 Limited and Lloyds TSB Bank plc.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01363111

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 11th JUNE 2005 AND CREATED BY JUST JAMIE AND PAULRICH LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO 3i GROUP plc 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 22nd JUNE 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th JUNE 2005.

p. 4



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —