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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

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

		2
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5471124

Name of company

* CHA (2005) Limited (the "Company")

Date of creation of the charge

4 November 2005

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

Debenture (the "Debenture") made between the Company and Barclays Bank Plc (the "Bank")

Amount secured by the mortgage or charge

All money and liabilities now or in the future due, owing or incurred (before or after that demand) by the Company to the Bank in any manner. This applies whether the money and liabilities are due, owing or incurred actually or contingently; whether by the Company alone or by the Company jointly with any other person; and whether the Company is a principal or a surety; and includes any liability (secured on unsecured) of the Company's to a third party which subsequently becomes payable to us by assignment or otherwise; and all interest, commission, fees, charges, costs and expenses which the Bank may charge to the Company in the course of the Bank's business or incur in respect of the Company or the Company's affairs. The interest will be calculated and compounded in accordance with the Bank's usual practice, before and also after any demand or judgment.

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

Barclays Bank Plc, 1 Churchill Place, Canary Wharf, London

Postcode E14 5HP

Presentor's name address and
reference (if any):
Berwin Leighton Paisner
Adelaide House
London Bridge
London EC4R 9HA

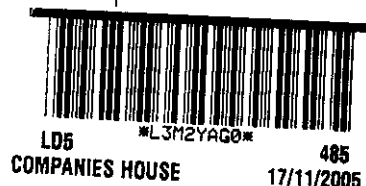
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Time critical reference

For official Use (02/00)

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

By executing the Debenture the Company charged to the Bank with full title guarantee with the payment of discharge of all Secured Sums:

1.1 By way of legal mortgage, all Land, in England and Wales now vested in the Company and not registered at H.M. Land Registry;

1.2 By way of fixed charge:

1.2.1 All Land in England and Wales now vested in the Company and registered in H.M. Land Registry;

1.2.2 All other Land which is now, or in the future, becomes, the Company's property;

1.2.3 All plant and machinery now, or in the future, attached to any Land;

1.2.4 All rental other income and all debt and claims which are due or owing to the Company now or in the future under or in connection with any lease, agreement or licence relating to Land;

1.2.5 All the Company's securities;

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

Date

On behalf of mortgagee/chargee †

Notes

† delete as appropriate

- 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

Company number

5471124

Name of company

* insert full name
of company

* CHA (2005) Limited

Addendum 1/4

1. Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

M395 Continuation

Company number

5471124

Name of company

* insert full name
of company

* CHA (2005) Limited

Addendum 3/4

3. Names, addresses and description of the mortgagees or persons entitled to the charge (continued)

Name of company

* insert full name
of company

* CHA (2005) Limited

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

1.2.6 all insurance and assurance contracts and policies now or in the future held by or otherwise benefitting the Company;

(i) which relate to Assets themselves subject to a fixed charge in the Bank's favour; or

(ii) which are now or in the future deposited with the Company with the Bank;

together with all the Company's rights and interests in these contracts and policies (including the benefit of all claims arising and all money payable under them);

1.2.7 all the Company's goodwill and uncalled share capital for the time being;

1.2.8 all the Company's Intellectual Property, present and future, including any Intellectual Property to which the Company is not absolutely entitled or to which the Company is entitled together with others; the benefit of all agreements and licences now or entered into or enjoyed by the Company relating to the use or exploitation of any Intellectual Property in any part of the world; all trade secrets, confidential information knowhow owned or enjoyed by you now or in the future in any part of the world;

1.2.9 all trade debt now or in the future owing to the Company; all other debts new or in the future owing to the Company save for those arising on fluctuating accounts with associates (as defined in Section 52(3) of the Companies Act 1989); and

1.2.10 the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to the Company as security in respect of any Asset itself subject to a fixed charge in the Bank's favour.

1.3 By way of floating charge:

1.3.1 all the Company's Assets which are not effectively charged by the fixed charges detailed at 1.2 above; and

1.3.2 without exception all the Company's Assets insofar as they are situated for the time being in Scotland; but in each case so that you shall not without the Bank's prior written consent:

- (i) create any mortgage or any fixed or floating charge or other security of any of the Floating Charge Assets (whether having priority over or ranking pari passu with or subject to, this Floating Charge);
- (ii) take any other step referred to in Clause 5.1 of the Debenture with respect of any of the Floating Charge Assets;
- (iii) sale, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business.

NOTES:

1. Clause 5 of the Deed contains the provision that except with the Bank's prior written consent, the Company must not:

1.1 create or attempt to create any fixed or floating security of any kind or any trust over any of the Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of the Company's business) to arise or subsist over any of the Assets; and

1.2 sell, assign, lease, licence or sub-licence, or grant any interest in, the Company's Intellectual Property Rights, or purport to do so, or part with possession or ownership of them, or allow any third party access to them or the right to use

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any copy of them.

2. The Debenture contains or incorporates the following definitions:

"Assets" means all the Company's undertaking, property, assets, rights and revenues whatever and wherever in the world present and future, and includes each or any of them;

"Floating Charge Assets" means those of the Assets that are for the time being comprised in the floating charge created by Clause 3.1.3 of the Debenture but only insofar as concerns that floating charge;

"Intellectual Property" means all patents (including supplementary protection certificates), utility models, registered and unregistered trademarks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (in relation to semiconductor products) and, in each case, any extensions and renewals of, and any applications for, these rights;

"Intellectual Property Rights" means all and any of the Company's Intellectual Property and all other intellectual property rights and other rights, causes of action, interests and assets comprised in Clause 3.1.2(h) of the Debenture;

"Land" includes freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenants fixtures);

"Receivables" means all sums of money receivable by you now or in the future consisting of or payable under or derived from any Assets referred to in Clause 3.1.2 of the Debenture;

"Receiver" means every person we appoint as a receiver and manager under Clause 13 of the Debenture, including any substitute receiver and manager;

"Secured Sums" means all money and liabilities covenanted to be paid or discharged by the Company to the Bank under Clause 2 of the Debenture;

"Securities" means all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person (other than the Company) and all other investments (as listed in Part II of Schedule 2 to the Financial Services and Markets Act 2000);

- (i) which now or in the future represent a holding in a subsidiary undertaking (after Section 258 of the Companies Act 1985) or an undertaking which would be a subsidiary undertaking if in sub-section (2)(a) of that section "30 per cent. or more" were substituted for "a majority"; or
- (ii) the certificates for which are now in the future deposited by the Company with the Bank or which, if uncertificated, are held in an escrow or other account in the Bank's favour or held in the Bank's name or that of the Bank's nominee or to the Bank's order.

Including in each case all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interests or otherwise. Any reference to any statute or any section of any statute is deemed to include reference of any statutory modification or reenactment for the time being in force.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05471124

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 4th NOVEMBER 2005 AND CREATED BY CHA (2005) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 17th NOVEMBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st NOVEMBER 2005.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

PSL