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## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

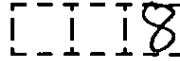
A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



02466472

Name of company

\* R. Delamore Limited (the "Company")

Date of creation of the charge

20 December 2007

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

Debenture (the "Debenture")

Amount secured by the mortgage or charge

The Company's Obligations  
See Continuation Sheet 1 for definitions

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

Paul Murray, Faldonside House, Melrose in his capacity as security trustee for the Lenders under the Finance Documents (the "Security Trustee")  
Postcode TD6 9BG

Presenter's name address and reference (if any)

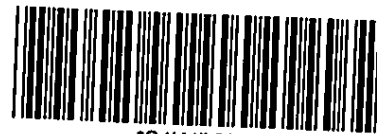
Maclay Murray & Spens LLP  
Quartermile One  
15 Lauriston Place  
Edinburgh  
EH3 9EP

Time critical reference  
PZM/FIN/179/2

For official Use (06/2005)

Mortgage Section

MONDAY



\*S4U4IVY5\*  
SCT 31/12/2007 118  
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See Continuation Sheet 1

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



Date

28/12/07

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

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ (chargee) †

FOR AND ON BEHALF OF  
MACLAIN MURRAY & SPENCER LLP

† 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**

## **Continuation sheet**

To the Registrar of Companies

Name of company	Company number	01
R Delamore Limited	02466472	

### **Short particulars of all the property mortgaged or charged**

- 1 The Company covenants to discharge the Company's Obligations when the same become due and payable and as a continuing security for such discharge and with full title guarantee charges to the Security Trustee -
- 1 1 By way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company including any Registered Land,
- 1 2 By way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Company except the property charged by Clause 1 1 above,
- 1 3 By way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Company,
- 1 4 By way of fixed charge all the plant and machinery vehicles and computer equipment of the Company present and future not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts,
- 1 5 By way of fixed charge all furniture furnishings equipment tools and other chattels of the Company present and future not regularly disposed of in the ordinary course of business,
- 1 6 By way of fixed charge all rents receivable from any lease granted out of any freehold and leasehold property of the Company,
- 1 7 By way of fixed charge all the goodwill and uncalled capital of the Company present and future,
- 1 8 By way of fixed charge all stocks shares and other securities held by the Company from time to time in any subsidiary and all income and rights derived from or attaching to the same,
- 1 9 By way of fixed charge all stocks shares and other securities of the Company present and future (except those charged by Clause 1 8 above) and all income and rights derived from or attaching to the same,
- 1 10 By way of fixed charge all Intellectual Property Rights choses in action licences and claims of the Company present and future and the insurance policies and proceeds of any insurance from time to

time affecting the Property “Intellectual Property Rights” include (without limitation) all rights in patents inventions copyrights design rights trademarks service marks database rights confidential information know-how domain names and business names,

- 1 11 By way of fixed charge the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument,
- 1 12 By way of fixed charge all book debts and other debts of the Company present and future and the proceeds of payment or realisation of each of them until the receipt of the proceeds from time to time into an account in accordance with Clause 5 2 of the Debenture,
- 1 13 By way of fixed charge all funds standing to the credit of the Company from time to time on any account with any bank or financial institution or organisation including all receipts from time to time paid into an account in accordance with Clause 5 2 of the Debenture, and
- 1 14 By way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under the Debenture
- 2 The Company will not without the previous written consent of the Security Trustee (or except as permitted in terms of the Mezzanine Facility Agreements) create or permit to arise any mortgage charge or lien on the Property

**For the purpose of this Form 395:**

**“Company’s Obligations”** All the Company’s liabilities to the Security Trustee and the Lenders under the Finance Documents of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Security Trustee and the Lenders’ charges and commission Interest and Expenses,

**“Expenses”** All expenses (on a full indemnity basis) properly incurred by the Security Trustee or any Receiver or administrator or any of the Lenders at any time in connection with the Property or the Company’s Obligations or in taking or perfecting the Debenture or in preserving defending or enforcing the security created by this deed or in exercising any power under the Debenture or otherwise with Interest from the date they are incurred,

**“Finance Document”** Has the meaning ascribed to that term in the Mezzanine Facility Agreements,

<b>“Interest”</b>	Interest at the rate(s) charged to the Company by the Lenders from time to time,
<b>“Lenders”</b>	Finby Limited and Paul Murray in their capacities as Lenders under the Mezzanine Facility Agreements and their successors and assigns,
<b>“Mezzanine Facility Agreements”</b>	Each of the mezzanine term loan facility agreements between the Company and the Lenders dated on or around the date of the Debenture (as amended, varied, supplemented, restated or novated from time to time),
<b>“Property”</b>	The whole and any part of the undertaking property and assets of the Company charged by Clause 2 of the Debenture,
<b>“Registered Land”</b>	None,

**Unless otherwise defined herein terms and expressions shall have the meaning given to them in the Mezzanine Facility Agreements.**

**FILE COPY**



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

COMPANY No 02466472

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 20th DECEMBER 2007 AND CREATED BY R DELAMORE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO PAUL MURRAY IN HIS CAPACITY AS SECURITY TRUSTEE FOR THE LENDERS (THE 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 31st DECEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th JANUARY 2008

PO  
JAMES



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —