

M

COMPANIES FORM No. 395

395

CHWP000

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this marginPlease complete
legibly, preferably
in black type, or
bold block lettering

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

100233113

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

For official use

Company number

5

03060702

Name of company

* insert full name
of Company

* Figleaves Limited

Date of creation of the charge

26 June 2008

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

Debenture (the "Debenture")

Amount secured by the mortgage or charge

All monies due, owing or incurred to Kreos Capital III (UK) Limited ("Kreos") by any Charging Company under any Loan Document at present or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon, except for any money or liability which, if it were so included, would cause the infringement of section 151 of the Companies Act 1985

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

Kreos Capital III (UK) Limited

4th Floor, Cardinal House, 39-40 Albermarle Street, London

Postcode W1S 4TE

Presenter's name address and
reference (if any)Heller Ehrman (Europe) LLP
Condor House, 10 St Paul's
Churchyard, London EC4M 8AL

Time critical reference

For official Use (0
Mortgage Section

TUESDAY



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01/07/2008

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

By way of first legal mortgage all freehold, property together with all buildings and fixtures (including trade fixtures) on that property By way of first fixed charge (i) all other interests (not charged by way of first legal mortgage) in any freehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land, (ii) all plant, machinery, vehicles, computers, office and other equipment (except those charged by first legal mortgage of by paragraph (ii) above, including the assets listed in schedule 6 to the Debenture and the benefit of all contracts, licences and warranties relating thereto, (iii) the benefit of all consents and agreements held by it in connection with the use of any of its assets, excluding the Charging Company's Intellectual Property, (iv) its goodwill and uncalled capital, (v) if not effectively assigned in accordance with clause 3.3 of the Debenture ("Security Assignment"), all its rights and interests in (and claims under) the Insurances, and (vi) all the Subsidiary Shares and Investments and all corresponding Distribution Rights

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Please complete legibly, preferably in black type, or bold block lettering

continued

Particulars as to commission allowance or discount (note 3)

Signed

[Signature]

Date

26 June 2008

On behalf of ~~company~~ (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 are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ.

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COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 1
to Form No 395 and 410 (Scot)

*Please complete
legibly, preferably
in black type, or
bold block lettering*

Company number

03060702

Name of company

Figleaves

Limited *

* delete if
inappropriate

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

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

Please do not
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binding margin

*Please complete
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bold block lettering*

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write in this
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete
legibly, preferably
in black type, or
bold block lettering*

By way of first floating charge, all its present and future assets not effectively charged by way of first fixed mortgage or assigned by way of Security Assignment (excluding the Company's Intellectual Property), including all Book Debts and all rights and claims against third parties and against any security in respect of Book Debts

*Please complete
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Definitions

"Book Debts" means all book and other debts arising in the ordinary course of business,

"Charging Company" means the Company and each company which grants security over its assets in favour of Kreos by executing a Security Accession Deed,

"Distribution Rights" means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise),

"Intellectual Property" means intellectual property as defined in the Loan Agreements,

"Investment" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of a Charging Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares),

"Loan Document" means the loan agreements between the Company and Kreos dated 18 May 2007 and 26 June 2008 and and other Security Document, as defined in the Loan Agreements,

"Security Accession Deed" means a deed executed by each member of the Group (as defined in the Loan Agreements) incorporated in England and Wales substantially in the form set out in schedule 5 to the Debenture, with those amendments which Kreos may approve or reasonably require,

"Subsidiary" means a subsidiary and a subsidiary undertaking as defined in sections 736 and 258 of the Companies Act 1985 respectively, and

"Subsidiary Shares" means all shares owned by a Charging Company in its Subsidiaries



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3060702
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 26 JUNE 2008
AND CREATED BY FIGLEAVES GLOBAL TRADING LTD. FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO KREOS CAPITAL III (UK) LIMITED 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
1 JULY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 JULY 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES