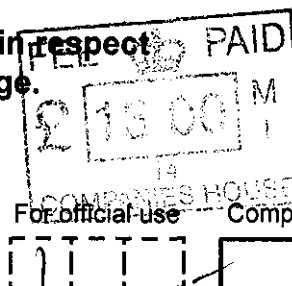


**COMPANIES FORM No. 395****Particulars of a mortgage or charge**

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)



035 458 / 13  
**395**

For official use Company number

5936498

Name of company

\* Rome PIK Holdco Limited (the "Chargor")

Date of creation of the charge

29 January 2007

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

Security agreement dated 29 January 2007 (the "Security Agreement") between the Chargor, and The Law Debenture Trust Corporation p.l.c. as security trustee (the "Security Trustee")

Amount secured by the mortgage or charge

Please refer to part 2 of the attached continuation sheet.

Please refer to part 1 of the attached continuation sheet for definitions.

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

The Law Debenture Trust Corporation p.l.c.  
5th Floor, 100 Wood Street  
London

Postcode EC2V 7EX

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

Shearman & Sterling LLP (London)  
Broadgate West  
9 Appold Street  
London EC2A 2AP

LNDOCS01\498724

For official Use (06/2005)  
Mortgage Section

Post room



LD2  
COMPANIES HOUSE

349  
09/02/2007

Short particulars of all the property mortgaged or charged

Please refer to part 3 of the attached continuation sheet.

Part 4 of the attached continuation sheet contains covenants by and restrictions on the Chargor which protect and further define the security interests created by the Security Agreement and which must be read as part of those security interests.

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)

Signed Shearman & Sterling LLP Date 9 February 2007

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)

† 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**.

## Continuation Sheets to Form 395

### PART 1

#### Definitions

In this form 395, so far as the context admits, the following expressions have the following meanings:

**"Additional Notes"** has the meaning given to it in paragraph (b) of Clause 2.1 (*Issue of Notes*) of the PIK Notes Subscription Agreement;

**"Agent"** means the PIK Note Agent, the Security Trustee, the Paying Agent of the Registrar, as appropriate;

**"Bidco"** means Rome Bidco Limited;

**"Certificate"** means a certificate, in or substantially in the form set out in Schedule 4 (*Form of Note Certificate*) of the PIK Notes Subscription Agreement, issued in the name of the holder of Notes and includes any replacement Certificate issued pursuant to the PIK Notes Subscription Agreement;

**"Fee Letter"** means (i) the letter in the agreed form between the Initial Noteholders and the Issuer dated on or about the date of the PIK Notes Subscription Agreement in relation to the remuneration of Agents and amendments to the PIK Finance Documents in connection with their appointment and (ii) any other letter entered into in reference to the PIK Notes Subscription Agreement between one or more Agents and the Issuer setting out the amount of certain fees referred to in the PIK Notes Subscription Agreement;

**"Initial Noteholders"** means the persons listed in schedule 1 of the PIK Notes Subscription Agreement as initial subscribers;

**"Issuer"** means Rome Pikco Limited;

**"Intercreditor Agreement"** means the intercreditor agreement dated 6 December 2006 between, among others, the Chargor, the Agents and certain other creditors of the UK Group;

**"Investments"** means;

- (a) the Shares; and
- (b) all other shares, stocks, debentures, bonds, warrants, coupons, securities and ownership interests owned by the Chargor or held by any nominee on its behalf in the issued share capital of the Issuer on the date of the Security Agreement or at any time thereafter;

**"Luxco"** means Rome Holdo S.a.r.l.;

**"Luxco Security Document"** means the English law security agreement dated on or about the date of the PIK Notes Subscription Agreement between Luxco and The Governor and Company of The Bank of Scotland;

**"Notes"** means the notes issued pursuant to the PIK Notes Subscription Agreement and includes any Additional Notes;

**"On Sale Letter"** means the letter in the agreed form between the Initial Noteholders, Bidco and the Issuer in respect of the initial sale of Notes;

**"Paying Agent"** means The Bank of New York;

**"PIK Finance Documents"** means:

- (a) the PIK Notes Subscription Agreement and any Certificate;

- (b) any Fee Letter, Transfer Certificate or Request and the On Sale Letter;
- (c) the Security Agreement and the Luxco Security Document;
- (d) the Intercreditor Agreement; or
- (e) any other document or agreement designated as such by the PIK Note Agent and the Issuer.

**"PIK Note Agent"** means The Bank of New York as PIK note agent for the PIK Noteholders under the PIK Notes Subscription Agreement;

**"PIK Noteholders"** means the Noteholders as such term is defined in the PIK Notes Subscription Agreement, and **"PIK Noteholder"** shall be construed accordingly;

**"PIK Notes Subscription Agreement"** means the £40,000,000 PIK notes subscription agreement dated 6<sup>th</sup> December, 2006 (as amended by a first supplemental agreement dated [•] January 2007) between (among others) the Issuer and the PIK Note Agent;

**"PIK Obligor"** means the Issuer and the Chargor;

**"Receiver"** means an administrative receiver, a receiver and manager or other receiver, in each case, appointed under the Security Agreement;

**"Registrar"** means The Bank of New York;

**"Relevant Contracts"** means

- (a) the agreement specified in schedule 1 (*Security Assets*) of the Security Agreement under the heading "Relevant Contracts";
- (b) any other instrument or agreement giving rise to receivables in respect of inter-company debt owing by the Issuer to the Chargor.

**"Request"** means a request for the issue of a tranche of Notes, substantially in the form of Schedule 3 (*Form of Request*) of the PIK Notes Subscription Agreement, duly completed with the particulars of the relevant Notes;

**"Reservations"** means:

- (a) the principle that equitable remedies are remedies which may be granted or refused at the discretion of the court, the limitation of enforcement by laws relating to bankruptcy, insolvency, liquidation, reorganisation, court schemes, moratoria, administration and other laws generally affecting the rights of creditors;
- (b) the time barring of claims under applicable limitation laws (including the Limitation Acts), the possibility that an undertaking to assume liability for or to indemnify a person against non-payment of stamp duty may be void, defences of set-off or counterclaim; and
- (c) any other general principles which are set out as qualifications as to matters of law in the legal opinions delivered to the PIK Note Agent under Schedule 2 (*Conditions Precedent Documents*) of the PIK Notes Subscription Agreement.

**"Secured Creditors"** means the Finance Parties as defined in the PIK Notes Subscription Agreement;

**"Security"** means any Security Interest created, evidenced or conferred by or under the Security Agreement;

**"Security Asset"** means all assets of the Chargor subject to the Security;

**"Security Interest"** means any mortgage, pledge, lien, charge (fixed or floating), assignment, hypothecation, set-off or trust arrangement for the purpose of creating security, reservation of title or security interest or any other agreement or arrangement having a substantially similar effect;

**"Shares"** means all shares owned (now or in the future) by the Chargor (or held by any nominee on its behalf) in the Issuer, including those shares specified in Schedule 1 (*Security Assets*) of the Security Agreement under the heading Shares;

**"Transfer Certificate"** means a certificate substantially in the form of Schedule 5 (*Form of Transfer Certificate*) of the PIK Notes Subscription Agreement with such amendments as the Issuer and the PIK Note Agent may approve or reasonably require or any other form agreed between the PIK Note Agent and the Issuer;

**"UK Group"** means the Issuer and its Subsidiaries (as such term is defined in the PIK Notes Subscription Agreement) excluding any member of the Overseas Group (as such term is defined in the PIK Notes Subscription Agreement);

**PART 2**

**Amount to be secured by the mortgage or charge**

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever) of any PIK Obligor to any Secured Creditor under the PIK Finance Documents (the "**Secured Liabilities**").

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### PART 3

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

1. Pursuant to Clause 2.1 (*General*) of the Security Agreement:
- (a) The Security:
    - (i) is created in favour of the Security Trustee;
    - (ii) is security for the payment, discharge and performance of all the Secured Liabilities; and
    - (iii) is made, subject to the Reservations, with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
  - (b) If the Chargor assigns its rights under an agreement under the Security Agreement (or charges such rights by way of a first fixed charge) and the assignment or charge breaches a term of that agreement because a third party's consent has not been obtained:
    - (i) the Chargor must notify the Security Trustee immediately;
    - (ii) the assignment or fixed charge will not take effect until that consent is obtained;
    - (iii) unless the Security Trustee otherwise requires, the Chargor must use all reasonable endeavours to obtain the consent as soon as practicable; and
    - (iv) the Chargor must promptly supply to the Security Trustee a copy of the consent obtained by it.
  - (c) the Security Trustee holds the benefit of the Security Agreement on trust for the Secured Creditors and the Chargor acknowledges the security trust created by the Security Agreement.
  - (d) The fact that no or incomplete details of any Security Asset are inserted in Schedule 1 (*Security Assets*) of the Security Agreement does not affect the validity or enforceability of the Security created by the Security Agreement.
2. Pursuant to Clause 2.2 (*Investments*) of the Security Agreement,
- (a) the Chargor charged:
    - (i) by way of a first legal mortgage, the Shares; and
    - (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of a first fixed charge its interest in all Investments.
  - (b) A reference in the Security Agreement to a mortgage or charge of any Investment includes:
    - (i) any dividend, interest or other distribution paid or payable; and
    - (ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,in relation to that Investment.
3. Pursuant to Clause 2.3 (*Relevant Contracts*) of the Security Agreement:

- (a) The Chargor assigned absolutely, subject to a proviso for re-assignment on redemption, all of its rights and interests in respect of the Relevant Contracts and any and all amounts owing at any time to the Chargor by the Issuer thereunder.
- (b) To the extent that any right described in paragraph (a) above is not assignable or capable of assignment, the assignment of that right purported to be effected by paragraph (a) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right.
- (c) To the extent that they do not fall within any other clause of the Security Agreement and are not effectively assigned under paragraph (a) or (b) above, the Chargor charged by way of first fixed charge all of its rights under each agreement and document to which it is a party.

## PART 4

### Covenants and Restrictions

1. Pursuant to Clause 4 (*Restrictions on dealings*) of the Security Agreement, the Chargor may not:
  - (a) create or allow to exist any Security Interest on any of its Security Assets; or
  - (b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily, dispose of all or any part of the Security Assetsexcept as expressly allows under the PIK Finance Documents.
2. Pursuant to Clause 5.3 (*Changes to rights*) of the Security Agreement, the Chargor may not (except to the extent permitted by the PIK Finance Documents) take or allow the taking of any action on its behalf which may result in the rights attaching to any of its Investments being altered or further shares being issued, except where such shares are issued directly in favour of the Chargor and the Chargor takes all action referred to in Clause 5.2 (*Deposit of Documents*) of the Security Agreement in respect thereto.
3. Pursuant to Clause 6.2 (*Preservation*) of the Security Agreement, the Chargor may not, without the prior written consent of the Security Trustee or unless permitted by the PIK Finance Documents:
  - (a) amend or waive any term of, or terminate, any of its Relevant Contracts; or
  - (b) take any action which might jeopardise the existence or enforceability of any of its Relevant Contracts.
4. Pursuant to Clause 6.3 (*Other undertaking*) of the Security Agreement, the Chargor must:
  - (a) duly and promptly perform its material obligations under each of its Relevant Contracts;
  - (b) supply the Security Trustee and any Receiver with copies of each of its Relevant Contract and any information and documentation relating to any of its Relevant Contract reasonably requested by the Security Trustee or any Receiver; and
  - (c) notify the Security Trustee of:
    - (i) any material breach of or material default under each Relevant Contract; and
    - (ii) any right of it or any other party arising to terminate or rescind any Relevant Contract,promptly on becoming aware of the same.
5. Pursuant to Clause 14 (*Further Assurances*) of the Security Agreement, the Chargor must, at its own expense, take whatever action the Security Trustee or a Receiver may require for:
  - (a) creating, perfecting or protecting any security intended to be created by or pursuant to the Security Agreement;
  - (b) facilitating the realisation of any Security Asset;
  - (c) facilitating the exercise of any right, power or discretion exercisable by the Security Trustee or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset; or

- (d) creating and perfecting security in favour of the Security Trustee (equivalent to the security intended to be created by the Security Agreement) over any assets of the Chargor located in any jurisdiction outside England and Wales.

This includes:

- (i) the re-execution of the Security Agreement;
- (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Security Trustee or to its nominee; and
- (iii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Trustee may think expedient.

- 6. Pursuant to Clause 15 (*Power of Attorney*) of the Security Agreement, the Chargor, by way of security, irrevocably and severally appoints the Security Trustee, each Receiver and each of their respective delegates and sub-delegates to be its attorney to take any action which the Chargor is obliged to take under the Security Agreement. The Chargor ratifies and confirms and agrees to ratify and confirm whatever any attorney does or purports to do under its appointment under Clause 15 (*Power of Attorney*) of the Security Agreement.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05936498

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED THE 29th JANUARY 2007 AND CREATED BY ROME PIK HOLDCO LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY PIK OBLIGOR TO ANY SECURED CREDITOR 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 9th FEBRUARY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th FEBRUARY 2007.

*Ro  
Sc*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES