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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

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

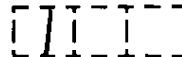
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



06290463

Name of company

* Belle Bidco Limited

Date of creation of the charge

20 November 2007

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

All Monies Debenture dated 20 November 2007 between (1) the Company and (2) the Bank (the
"Debenture")

Amount secured by the mortgage or charge

All monies, obligations and liabilities covenanted to be paid and discharged by the Company to the Bank from time to time whether on any current or other account or otherwise in any manner whatsoever (whether solely or jointly with one or more persons, whether under the Debenture or otherwise, whether as principal or as surety or in some other capacity and whether originally incurred by the Company or by some other person) and pay to the Bank every sum (of principal, interest or otherwise) at the time of the Debenture or thereafter owing due or incurred by the Company to the Bank in respect of any such liabilities including all costs and expenses (including reasonable fees and costs of legal advisers) incurred by the Bank in connection with the preservation of, or the enforcement or attempted enforcement of, its rights under the Debenture (the "Secured Liabilities")

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

Lloyds TSB Bank plc (the "Bank") of 10 Gresham Street, London

Postcode EC2V 7AE

Presentor's name address and
reference (if any)

Berwin Leighton Paisner LLP
Adelaide House
London Bridge
London
EC4R 9HA

DJAW/22801 28/5893941

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room



LD6

LVSARKV1F

28/11/2007

COMPANIES HOUSE

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1 The Company with full title guarantee (subject to Permitted Security Interests) has charged in favour of the Bank for the payment and discharge of the Secured Liabilities

(a) by way of legal mortgage, the Land described in Schedule 1 (*Details of Land*) of the Debenture and repeated below and its proceeds of sale,

(b) by way of legal mortgage, all estates or interest in any freehold or leasehold Land (except the Land described in Schedule 1 (*Details of Land*)) belonging to the Company at the date of the Debenture and their proceeds of sale,

(c) by way of fixed charge, to the extent that they are not the subject of a mortgage under Clauses 4 1(a) and 4 1(b) of the Debenture and repeated at paragraphs 1(a) and 1(b) above, all estates or interest in any freehold or leasehold Land and all immovable assets belonging to the Company or in which the Company may have an interest, in each case at any time during the Security Period regardless (as regards immovable assets) of their location, and

(Continued at Addendum 4/4)

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legibly, preferably
in black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed Berwin Legerton Paisner Date 27/11/2007

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 situated 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.

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)

Addendum 3/4

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

Addendum 4/4

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

(d) By way of fixed charge, to the extent that they are not the subject of a mortgage under Clauses 4 1(a) and 4 1(b) or a fixed charge under Clause 4 1(c) of the Debenture, all liens, charges, options, agreements, rights and interests over Land belonging to the Company or in which the Company may have an interest, in each case at any time during the Security Period

2 The Company with full title guarantee (subject to Permitted Security Interests) has charged in favour of the Bank for the payment and discharge of the Secured Liabilities by way of fixed charge (and to the extent that they are not subject of a mortgage or charge under Clause 4 1 (*Legal and equitable mortgages over land and immovable assets*) of the Debenture and repeated at paragraph 1 above)

(a) the Receivables,

(b) all plant, machinery, vehicles, computers, office and other equipment owned by the Company and, in all cases where such security is permitted, the full benefit of all licences, warranties and maintenance contracts for them,

(c) the Securities,

(d) the goodwill and uncalled capital of the Company at any time during the Security Period,

(e) the Intellectual Property,

(f) the Insurances, and

(g) all its rights under, or in connection with, authorisations held by the Company at any time during the Security Period in connection with the business of the Company or the Charged Assets and the right to recover and receive all compensation or other amounts payable to the Company in respect of such authorisations

3 The Company with full title guarantee (subject to Permitted Security Interests) has charged in favour of the Bank for the payment and discharge of the Secured Liabilities by way of floating charge all Assets other than those Assets for the time being effectively

(a) charged by way of legal or equitable mortgage or fixed charge as provided in Clause 4 1 (*Legal and equitable mortgages*

over land and immovable assets) of the Debenture,

(b) charged by way of fixed charge as provided in Clause 4 2 (*Fixed charges over other assets and rights*) of the Debenture and repeated at paragraph 2 above, or

(c) assigned (whether at law or in equity) to the Bank as provided in Clause 5 (*Assignment*) of the Debenture and repeated at paragraph 4 below

4 To the extent it is permitted to do so, the Company with full title guarantee (subject to the Permitted Security Interest) has assigned by way of security in favour of the Bank for the payment and discharge of the Secured Liabilities all rights and claims under, or in respect of, the Contracts and the Key-Man Policy, and any returns of premium or other sums receivable in respect of them

5 If, without the prior written consent of the Bank

(a) the Company creates or permits to subsist any Security Interest (other than a Permitted Security Interest) over the Charged Assets, or attempts to do so, or

(b) any person levies, or attempts to levy, any distress, attachment, execution or other legal process against the Charged Assets (except where such legal process would not constitute an Enforcement Event),

the Floating Charge over the Charged Assets the subject of that Security Interest, process or attempt shall automatically convert into a fixed charge and, to the fullest extent permitted by law, that conversion shall be deemed to happen the instant before such event occurs

For the purposes of this form, the following expressions shall have the following meanings

"Assets" means the business, undertaking, property, assets, revenues, rights and uncalled capital belonging to the Company or to which the Company is or may become entitled or in which the Company may have an interest in, each case at any time during the Security Period

"Charged Assets" means the Assets from time to time subject or expressed to be subject to the Security

"Charged Land" means the Land over which security is created pursuant to Clause 4 1 (*Legal and equitable mortgages over land and immovable assets*) of the Debenture

"Contracts" means all the Company's rights, title, interest and benefit in and to

(a) all the agreements short particulars of which are set out in Schedule 2 (*Contracts*) of the Debenture and repeated below, and

(b) any contract in respect of the whole or any part of the Charged Assets to which the Company is a party excluding the Insurances,

as from time to time (with the prior written consent of the Bank) modified, amended, varied, supplemented or novated with the full benefit of all negotiable or non-negotiable instruments, guarantees, indemnities, debentures, mortgages, charges, liens and other security in respect of the same

"Enforcement Event" means an Event of Default (as defined in the Facilities Agreement) in respect of which the Bank has exercised any of its rights under clause 26 19 (*Acceleration*) of the Facilities Agreement

"Facilities Agreement" means the agreement in relation to (i) a term loan facility of £12,000,000 (ii) a term loan facility of £4,000,000, (iii) a £4,000,000 term loan acquisition facility, (iv) a £1,500,000 revolving credit facility, and (v) various ancillary facilities made between (1) the Company and (2) the Bank, dated on or about the date of this Deed

"Fixtures" means, in relation to the Charged Land, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery at any time during the Security Period on the Charged Land and owned by the Company

"Floating Charge" means the floating charge created by Clause 4 3 (*Floating Charge over stock in trade and remaining assets*) of the Debenture

"Group" means the Group as defined in the Facilities Agreement

"Insurances" means all contracts and policies of insurance of whatever nature (including, but not limited to, the Key-man Policy) which are, from time to time during the Security Period, taken out by or on behalf of the Company or (to the extent of such interest) in which at any time during the Security Period the Company has an interest, all proceeds thereof, all rights to demand those proceeds and the debts represented by them

"Intellectual Property Rights" means all patents and patent applications, trade and service marks and trade and service mark applications (and all goodwill associated with any patents, trade and service marks, whether registered, under application for registration or otherwise), all brand and trade names, all copyrights and rights in the nature of copyright, all design rights, all registered designs and applications for registered designs, all inventions, all trade secrets, all know-how and all other intellectual property rights throughout the world

"Intellectual Property" means the Intellectual Property Rights owned or used by the Company throughout the world or the interests of the Company in any of those Intellectual Property Rights, together with the benefit of all agreements entered into or the benefit of which is enjoyed by the Company relating to the use or exploitation of any of those Intellectual Property Rights

"Key-man Policy" means the Key-man Policy as defined in the Facilities Agreement

"Land" means freehold and leasehold land, and all Fixtures, buildings, erections, equipment and effects from time to time on that land, and including the benefit of any covenants for title given or entered into in respect of that land by the Company or any predecessor in title of the Company

"Permitted Security Interest" means any Permitted Security Interest as defined in the Facilities Agreement

"Receivables" means all book and other debts of any nature now or at any time in the future due or owing to any member of the Group and the benefit of, and the proceeds of all claims under, all guarantees, indemnities, letters of credit and insurances of any nature enjoyed or held by any member of the Group in relation to those book and other debts

"Securities" means

(a) Shares,

(b) warrants, options or other rights to subscribe for, purchase, call for delivery of, or otherwise acquire, any Shares,

(c) allotments, rights, money or property arising from any Shares by way of conversion, exchange, redemption, bonus, preference, option or otherwise,

(d) dividends, distributions, interest and other income from any Shares, and

(e) stock, shares and debentures offered in addition to, or in substitution for, any of the foregoing,

belonging to the Company or to which the Company is or may become entitled or in which the Company may have an interest, in each case at any time during the Security Period

"Security Interest" means any Security Interest as defined in the Facilities Agreement

"Security Period" means the period beginning on the date of the Debenture and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full

"Security" means the security from time to time constituted by, or pursuant to, the Debenture

"Shares" means shares, stock, debentures, debenture stock, loan stock, bonds, notes and certificates of deposit (including those listed in Schedule 4 (*The Shares*) of the Debenture and repeated below)

**Schedule 1
Details of Land**

None

**Schedule 2
Contracts**

None

**Schedule 4
The Shares**

Company number

06290463

Name of company

*insert full name
of Company

* Belle Bidco Limited

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 06290463

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ALL MONIES DEBENTURE DATED THE 20th NOVEMBER 2007 AND CREATED BY BELLE BIDCO LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS TSB BANK PLC 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 28th NOVEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th DECEMBER 2007

P. Con



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES