



CHWP000

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write in
this marginPlease complete
legibly, preferably
in black type, or
bold block lettering* insert full name
of Company

COMPANIES FORM No. 395

015827

26

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

3

00934139

Name of company

* S BLACK LIMITED (the "Chargor")

Date of creation of the charge

30 October 2007

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

A debenture (the "Debenture") granted by the Company in favour of Dresdner Bank AG, Niederlassung Luxemburg (the "Security Agent")

Amount secured by the mortgage or charge

The obligations secured by the Debenture (the "Secured Obligations") comprise

(a) all obligations owed by each Obligor to the Security Agent or the Finance Parties (or any of them) under or pursuant to the Finance Documents, whether present or future, actual or contingent (and whether incurred by such Obligor alone or jointly, and whether as principal or surety or in some other capacity) other than (in each case) any obligation which, if included, would cause this Debenture or anything herein contained to constitute unlawful financial assistance under section 151 of the Companies Act 1985, and

(b) all obligations owed by each Obligor to the Security Agent or the Finance Parties (or any of them) under or pursuant to the Parallel Debt

For definitions, please refer to Schedule 1

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

DRESDNER BANK AG, NIEDERLASSUNG LUXEMBURG

6A route de Trèves, L-2633, Senningerberg

Luxembourg

Postcode

Presenter's name address and
reference (if any)Milbank, Tweed, Hadley & McCloy,
10 Gresham Street,
London EC2V 7JD
Ref 70334 01700 / GM

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

THURSDAY



LX4B3UHB

LD3

08/11/2007

115

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please refer to Schedule 2 for particulars of the property charged

Please refer to Schedule 1 for definitions

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

Particulars as to commission allowance or discount (note 3)

NONE

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

Signed Mt Bank Tweed Hadley & McCloy LLP Date 8 November 2007

On behalf of [company][mortgagee/chargee]†

† 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.

Schedules to Form 395 relating to the Debenture entered into by S. Black Limited (Co. No. 00934139) dated 30 October 2007

Schedule 1

DEFINITIONS

In this Form 395, words in the singular shall denote the plural and vice versa and the following words shall have the following meanings

Definitions

"Accounts" means the accounts specified in Schedule 1 and every other account now or hereafter maintained by the Chargor with any bank or other financial institution (irrespective of the nature or location of the same) and all Related Rights in respect of the same

"Book and Other Debts" means all present and future book and other debts, and all other moneys, now or hereafter due and owing to the Chargor together with the benefit of all rights, guarantees and other assurances relating thereto, in each case including the proceeds thereof

"German Obligor" has the meaning given to such term in the Senior Facilities Agreement

"Insurance Policy" means each policy of insurance in which the Chargor has an interest, whether now or at any time in the future, and all Related Rights in respect of the same

"Intellectual Property" means the registered patents, trade and service marks and designs and the applications therefore specified in Schedule 2 (*Intellectual Property*) of the Debenture and all other patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered, now or hereafter belonging to the Chargor and all Related Rights in respect of each of the same

"Investments" means all stocks, shares, debentures, securities and other investments now or hereafter belonging to the Chargor (excluding the Shares or shares held by the Chargor other than in a Material Company but including those held through agents, custodians, fiduciaries and clearing systems) and all Related Rights in respect of the same (including rights against any relevant agent, custodian, fiduciary or clearing system)

"Long-Term Receivables" has the meaning given to such term in Clause 21 3(k) of the Senior Facilities Agreement

"Material Company" has the meaning given to such term in the Senior Facilities Agreement

"Obligor" has the meaning given to such term in the Senior Facilities Agreement

"Real Property" means the freehold and leasehold property more particularly described in Schedule 4 (*Real Property*) of the Debenture and every other estate or interest in freehold or leasehold property now or hereafter belonging to the Chargor, together with (in each

case) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated thereon or forming part thereof and all Related Rights in respect of the same

“Related Rights” means, in relation to any property

- (a) the proceeds of sale of that property or any part thereof,
- (b) all present and future rights under any licence, agreement for sale or agreement for lease in respect of that property,
- (c) all present and future rights, benefits, claims, contracts, warranties, remedies, security, indemnities and covenants for title in respect of that property and all damages payable in respect of breaches thereof, and
- (d) all present and future interest and other moneys and proceeds paid or payable under or in respect of that property or its use

“Relevant Agreements” means any agreement to which the Chargor is a party which is designated as such by the Security Agent and the Chargor, in each case together with all Related Rights in respect of the same

“Senior Facilities Agreements” means as amended and/or re-stated from time to time

“Shares” means all shares held by the Chargor in a Material Company and all dividends, interest, redemption proceeds and other moneys payable in respect thereof and other property derived therefrom (whether by way of bonus, option or otherwise) and all other rights, benefits and proceeds derived therefrom or otherwise attributable thereto (whether by way of redemption, conversion, bonus, option, substitution, exchange, preference or otherwise)

“Tangible Moveable Property” means any plant, machinery, office equipment, computers, vehicles and other chattels now or hereafter belonging to the Chargor (excluding any for the time being forming part of its stock in trade or work in progress), in each case having a value of £1,000 (or its equivalent) or more, and all Related Rights in respect thereof

Schedule 2

SHORT PARTICULARS OF PROPERTY CHARGED

1 THE CHARGE

1.1 Fixed Security

Pursuant to the Debenture, the Chargor charged to the Security Agent by way of

- (a) first legal mortgage all of its right, title and interest in and to such of the Real Property as is constituted by or referable to the freehold and leasehold property specified in Schedule 4 of the Debenture,
- (b) first fixed charge, all its right title and interest in and to the Real Property to the extent that the same is not the subject of the legal mortgage under paragraph (a) above,
- (c) first fixed charge, all its right, title and interest in and to
 - (i) the Tangible Moveable Property to the extent not attached to the Real Property as fixtures,
 - (ii) the Shares,
 - (iii) the Accounts,
 - (iv) the Intellectual Property,
 - (v) the Investments (to the extent not assigned hereunder),
 - (vi) its present and future goodwill,
 - (vii) its present and future uncalled capital,
 - (viii) all present and future permissions, consents and authorisations (statutory or otherwise) held in connection with its business, and
 - (ix) any beneficial interest, claim or entitlement which it may have now or from time to time hereafter to any assets of any pension fund, and
- (d) assigned to the Security Agent all its right, title and interest in and to
 - (i) the Investments where its rights are contractual rights,
 - (ii) the Book and Other Debts,
 - (iii) the Insurance Policies, and
 - (iv) the Relevant Agreements,

in each case with full title guarantee and to secure the payment and discharge of the Secured Obligations, but so far as concerns any such asset which the Chargor may not assign or charge without the consent of a third party, only after that consent is obtained, to the intent that thereupon such asset shall be charged or assigned (as the case may be) to the Security Agent under this Clause 4.1 of the Debenture (and be deemed to have been so charged or assigned since the date hereof) and until then the purported charge or assignment in respect thereof shall operate as an assignment of any and all damages, compensation, remuneration, profit, rent or income which the Chargor may derive therefrom or be awarded or entitled to in respect thereof to secure the payment and discharge of the Secured Obligations

1.2 Floating Charge

Pursuant to the Debenture the Chargor charged to the Security Agent by way of first floating charge the whole of its undertaking and assets, present and future (other than assets effectively charged or assigned pursuant to Clause 4.1 (*Fixed Security*) of the Debenture, in each case with full title guarantee and to secure the payment and discharge of the Secured Obligations

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created to the intent that such floating charge shall be a qualifying floating charge for the purposes of sub-paragraph (1) of such paragraph

2 NEGATIVE PLEDGE

The Deed contains a negative pledge

3 FURTHER ASSURANCE

The Deed contains covenants for further assurance

Schedule**Account**

Bank	Sort Code	Currency	Account Number
Fortis	40-52-62	GBP	36896901
Fortis	40-52-62	Euro	36896902
Fortis	40-52-62	USD	36896903
Fortis	40-52-62	Swiss Francs	36896904
Fortis	40-52-62	Japanese Yen	36896905
Barclays	20-00-00	GBP	50143375
Barclays	20-00-00	Euro	48590288
Barclays	20-00-00	USD	58852666
Barclays	20-00-00	Japanese Yen	58852766
Barclays	20-00-00	Swiss Francs	77397788
Barclays New York	026002574	USD	050-79662-3

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 00934139

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 30th OCTOBER 2007 AND CREATED BY S BLACK LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO DRESDNER BANK AG, NIEDERLASSUNG LUXEMBURG OR THE FINANCE PARTIES (OR ANY OF THEM) 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 8th NOVEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th NOVEMBER 2007

A handwritten signature in black ink, appearing to be 'R. G.' or similar.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES