

Particulars of a mortgage or charge

395

165464/13

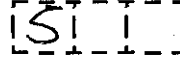
A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



02806007

Name of company

\* Lupus Capital Plc (the "Chargor")

Date of creation of the charge

30 March 2006

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

Legal Charge Over Shares (the "Legal Charge")

Amount secured by the mortgage or charge

The aggregate of all indebtedness and all obligations or liabilities of any kind which may now or at any time in the future be due, owing or incurred by the Chargor to the Secured Parties or any of them under any of the Finance Documents, whatever their nature or basis, in any currency or currencies and however they are described together with Interest and Expenses (the "Secured Obligations") PROVIDED THAT "Secured Obligations" shall not include any obligation or liability to the extent that if it were so included the Legal Charge (or any part of it) would give rise to financial assistance within the meaning of Sections 152(1)(a) of the Companies Act 1985 (the "Companies Act") unless such financial assistance is not prohibited by virtue of the provisions of Section 153 of the Companies Act or by virtue of due compliance with the provisions of Sections 155 to 158 (inclusive) of the Companies Act.

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

The Governor and Company of the Bank of Scotland in its capacity as Security Trustee for the Secured Parties of 55 Temple Row Birmingham Postcode B2 5LS

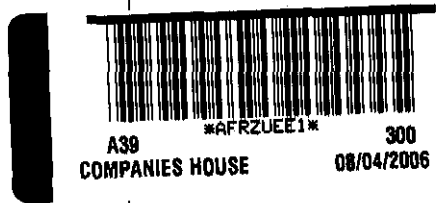
Presenter's name address and reference (if any): Eversheds LLP Senator House 85 Queen Victoria Street London EC4V 4JL

Ref: 2312986/MAWINN

Time critical reference

For official Use (02/00) Mortgage Section

Post room



A39 COMPANIES HOUSE

300 08/04/2006

M

CHFP025

Please do not write in this margin

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

insert full name of Company

Short particulars of all the property mortgaged or charged

See Addendum 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)

N/A

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

Signed Eversheds LLP Date 05/04/2006

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ (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 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

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

1. The Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations, charges and agrees to charge in favour of the Security Trustee by way of first fixed charge all of its rights in and to:
  - 1.1 the Shares; and
  - 1.2 the Distribution Rights from time to time accruing to or on the Shares.

**NEGATIVE PLEDGE**

The Chargor is not to create, extend or permit to subsist any security over any of the Secured Property.

**DEFINITIONS APPLICABLE TO THIS FORM**

**"Distribution Rights"** means:

- (i) all dividends, distributions, interest and other income paid or payable on any Share;
- (ii) all shares or other property derived from any Share (whether by way of conversion, consolidation, subdivision, substitution, redemption, bonus, preference, option or otherwise); and
- (iii) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to any Share.

**"Delegate"** means any delegate, agent, attorney or trustee appointed by the Security Trustee.

**"Expenses"** means all fees, discounts, commissions and other banking or service charges, legal and other professional fees, premiums, costs or expenses, in each case calculated on a full indemnity basis and together with VAT, incurred by any Enforcement Party in connection with the Secured Property, the preparation, negotiation and creation of the Legal Charge, taking, perfecting, enforcing or exercising any power under the Legal Charge, the appointment of any Receiver or Delegate, the breach of any provision of the Legal Charge and / or the protection, realisation or enforcement of this deed, and includes any payments made under Clause 7.4 (Power to remedy) of the Legal Charge, and the costs of transferring to the Security Trustee or the Receiver any security ranking in priority to the security constituted by the Legal Charge, or the amount required to be paid to secure the unconditional and irrevocable discharge of such security (if applicable).

**"Enforcement Party"** means any of the Security Trustee, a Receiver or a Delegate.

**Facility Agreement"** means a facility agreement dated 3 March 2006 and amended on 28 March 2006 and made between (1) the Chargor as the parent company (2) Schlegel Acquisition Holdings Limited as Original Borrower (3) other subsidiaries of the Chargor as Original Guarantors (4) HSBC Bank plc and the Governor and Company of the Bank of Scotland as Arrangers (5) various financial institutions listed in Part II of Schedule 1 thereof as Original Lenders (6) The Governor and Company of the Bank of Scotland as Agent and (7) the Security Trustee as Security Trustee, as the same may be varied, amended, modified, supplemented or replaced.

**"Finance Document"** has the meaning ascribed thereto in the Facility Agreement.

**"Interest"** means interest at the rate provided in and calculated and compounded in accordance with the Facility Agreement both before and after judgement.

**"Receiver"** means any one or more receivers and managers or (if the Security Trustee so specifies in the relevant appointment) receivers appointed by the Security Trustee pursuant to the Legal Charge in respect of the Chargor or in respect of the Secured Property or any of them.

**"Secured Party"** has the meaning ascribed thereto in the Facility Agreement.

**"Secured Property"** means the assets charged at Clause 3 (Charging clause) of the Legal Charge and includes any part or parts of them.

**"Security Trustee"** means The Governor and Company of the Bank of Scotland acting in its capacity as trustee and security agent for the Secured Parties (including itself), or such other trustee and security agent as may from time to time be appointed in that capacity.

**"Shares"** means all shares (if any) specified in Schedule 1 (*Shares*) of the Legal Charge, and all other stocks, shares, debentures, bonds, warrants, coupons or other securities now or in the future owned by the Chargor from time to time in Schlegel Acquisition Holdings Limited.

Reference to the **"Chargor"** or to the **"Security Trustee"** includes its successors in title and its permitted assignees or permitted transferees

**FILE COPY**



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

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

COMPANY No. 02806007

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE OVER SHARES DATED THE 30th MARCH 2006 AND CREATED BY LUPUS CAPITAL PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE SECURED PARTIES OR ANY OF THEM 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 8th APRIL 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th APRIL 2006.

*Pangela*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —