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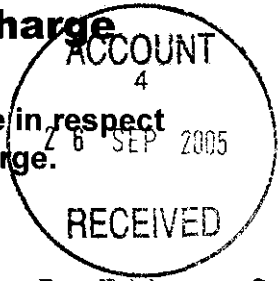
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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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

1131

04086466

Name of company

* RCD1 Limited (the "Company")

Date of creation of the charge

12 September 2005

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

Debenture dated 12 September 2005 (the "Debenture") between the Company and Commerzbank Aktiengesellschaft, London Branch, as trustee for the Secured Parties (as defined in Schedule 1 to this Form 395) (the "Trustee").

Amount secured by the mortgage or charge

All obligations at any time due, arising or incurred by any Obligor to any Finance Party under (a) the Finance Documents (other than any Hedging Agreement) in relation to Facility B and Facility C and (b) any Hedging Agreement, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or surety or in some other capacity) (the "New Secured Obligations").

For definitions, please see attached Schedule 1 to this Form 395.

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

Commerzbank Aktiengesellschaft, London Branch as Trustee
60 Gracechurch Street
London

AS ABOVE

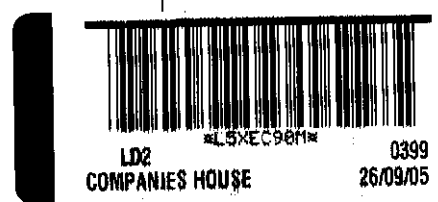
Postcode EC3V 0HR

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

Clifford Chance
10 Upper Bank Street
London
E14 5JJ

For official Use (02/00)
Mortgage Section

Post room



Time critical reference
C1477-04185/AVVS

Short particulars of all the property mortgaged or charged

See attached Schedule 1

Please do not write in this margin
Please complete legibly, preferably in black type, or bold block lettering

T.

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 *Clifford Chance LLP*

Date *26/9/05*

On behalf of ~~XXXXXX XXXXXX~~ [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

**Schedule 1 to Form 395 dated 26 September 2005 for RCD 1 Limited (registered in
England & Wales number 04086466)**

1. SECURITY

1.1 Fixed charges

The Company has, under the Debenture, charged with full title guarantee in favour of the Trustee (as trustee for the Secured Parties) with the payment and discharge of the New Secured Obligations by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Company at the date of the Debenture shall be a charge by way of legal mortgage) all of its right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party):

1.1.1 the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise); and

1.1.2 all Monetary Claims and all Related Rights.

1.2 Floating charge

1.2.1 Under the Debenture, the Company has charged with full title guarantee in favour of the Trustee as trustee for the Secured Parties with the payment and discharge of the New Secured Obligations by way of first floating charge the whole of the Company's undertaking and assets, present and future, other than any assets validly and effectively charged or assigned (whether at law or in equity) by way of fixed security under the laws of England and Wales, or of the jurisdiction in which that asset is situated, in favour of the Trustee as security for the New Secured Obligations.

1.2.2 The floating charge created under paragraph 1.3.1 above is deferred in point of priority to all fixed Security validly and effectively created by the Company under the Finance Documents in favour of the Trustee as trustee for the Secured Parties as security for the New Secured Obligations.

1.2.3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge referred to in Clause 1.2.1 above.

1.3 Exceptions to the Security

The security created pursuant to the Debenture does not extend to any asset situated outside England and Wales to the extent that, and for so long as, any such security would be unlawful under the laws of the jurisdiction in which such asset is situated.

2. DEFINED TERMS

2.1 In this Form 395 the following terms have the following meanings:

"Borrower" means Northern & Shell Network Limited.

"**BoS Intercreditor Agreement**" means the intercreditor agreement dated on or around 2 May 2001 between the Governor and Company of the Bank of Scotland, Broughton Printers Limited, Northern & Shell Network Limited, the Parent and others (in the form originally executed by the parties thereto).

"**Charged Property**" means all the assets of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Trustee by or pursuant to the Debenture.

"**Encumbrance**" means (a) a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person, (b) any arrangement under which money or claims to, or the benefit of, a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person or (c) any other type of preferential arrangement (including any title transfer and retention arrangement) having a similar effect.

"**Facility B**" means the dollar term loan facility granted to the Borrower under the Facility Agreement.

"**Facility C**" means the dollar revolving loan facility granted to the Borrower under the Facility Agreement.

"**Facility Agreement**" means the senior term and revolving facilities agreement dated 20 November 2001 (as amended and restated from time to time, most recently on 25 April 2003 and on or about the date of the Debenture) between, amongst others, RCD1 Limited as the Parent, Northern & Shell Network Limited as Borrower and Commerzbank Aktiengesellschaft, London Branch as Agent and Security Trustee.

"**Finance Document**" means each of:

- (a) the Facility Agreement;
- (b) any guarantor accession memorandum;
- (c) the Security Documents;
- (d) the BoS Intercreditor Agreement;
- (e) any fee letters;
- (f) any Hedging Agreement; and
- (g) any document designated as such in accordance with the terms of the Facility Agreement.

"**Finance Parties**" means Commerzbank Aktiengesellschaft, London Branch as the Agent, Arranger and the Security Trustee, any Hedge Counterparty and the Banks (as defined in the Facility Agreement).

"**Group**" means the Borrower and its subsidiaries for the time being.

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Borrower and a Hedge Counterparty for the purpose of hedging interest rate liabilities and/or any exchange rate fluctuations in relation to Facility A (as defined in the Facility Agreement), including the ISDA Master Agreement entered into between Commerzbank AG and the Borrower on 27 January 2003 and any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Borrower and a Hedge Counterparty for the purpose of hedging interest rate liabilities and/or any exchange rate fluctuations in relation to Facility B.

"Hedge Counterparty" means Commerzbank AG or the Governor and Company of the Bank of Scotland in each case in its capacity as hedge counterparty pursuant to a Hedging Agreement.

"Monetary Claims" means any book and other debts and monetary claims owing to the Company by Northern & Shell Network Limited or any of its Subsidiaries (as defined in the Facility Agreement) at any time and any proceeds thereof (including any claims or sums of money deriving from or in relation to any court order or judgment, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company but not including any dividends).

"Obligor" means the Borrower and each Guarantor other than the Parent (each as further defined in the Facility Agreement).

"Parent" means RCD1 Limited.

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset.

"Secured Parties" means the Finance Parties and any receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

"Security" means the security from time to time constituted by or pursuant to the Security Documents.

"Security Documents" means each of the Debentures (as defined in the Facility Agreement) and any Mortgage together with any other document entered into by the Parent or any member of the Group creating or evidencing an Encumbrance for all or any part of the obligations of the Obligors or any of them under any of the Finance Documents.

"Shares" means all of the shares in the capital of Northern & Shell Network Limited (registered in England and Wales with company number 4086475) held by, or to the order of the Company at any time.

2.2 Terms defined elsewhere

Terms not expressly defined in this Form 395 have the meanings given to those terms in the Facility Agreement.

3. ADDITIONAL INFORMATION

The Debenture and Facility Agreement contain:

- (a) a negative pledge clause; and
- (b) a covenant for further assurance.

FILE COPY



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

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

COMPANY No. 04086466

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 12th SEPTEMBER 2005 AND CREATED BY RCD1 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY OBLIGOR TO ANY FINANCE PARTY 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 26th SEPTEMBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th SEPTEMBER 2005 .

A handwritten signature in black ink, appearing to be 'M. J. ...'.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES