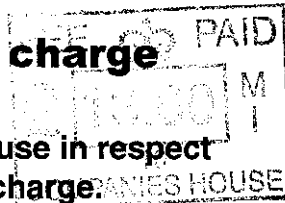


M

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.



133092/364
395

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

1101

00486101

Name of company

* LAMBERT HOWARTH LIMITED ("Charging Company")

Date of creation of the charge

18 OCTOBER 2006

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

DEBENTURE

Amount secured by the mortgage or charge

PLEASE SEE SCHEDULES 1 AND 2

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

ABN AMRO BANK NV of 250 Bishopsgate London ("Lender")

Postcode EC2M 4AA

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

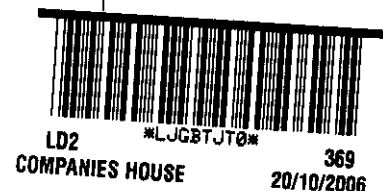
DLA Piper UK LLP
3 Noble Street
London
EC2V 7EE

JXI/43472/120078/11395257.1

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room



PLEASE SEE SCHEDULES 1 AND 3

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)

NIL

Signed DLA Piper

Date 20/10/06

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [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**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

SCHEDULES TO FORM 395

SCHEDULE 1

DEFINITIONS

"Assigned Asset" means the Security Assets expressed to be assigned pursuant to clause 2 of schedule 3 below.

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities.

"Charged Securities" means:

- (a) the securities specified in part 2A of schedule 3 to the Debenture; and
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "*investments*" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Debenture) at the date of the Debenture or in future owned (legally or beneficially) by the Charging Company, held by a nominee on its behalf or in which the Charging Company has an interest at any time but excluding the Excluded Foreign Securities;

"Company" means Lambert Howarth Group PLC, a company incorporated under the laws of England and Wales with registered number 0943053 whose registered office is at 26 Manchester Square, London W1U 3PZ.

"Excluded Foreign Securities" means the shares held by Lambert Howarth Limited in Glover Industrier de Calcado SA (a company incorporated in Portugal) and Alto da Torre SA (a company incorporated in Portugal) as specified in part 2B of Schedule 3 to the Debenture;

"Excluded Properties" means the properties specified in part 1B of schedule 3 to the Debenture;

"Facilities Agreement" means the facilities agreement dated the same date as the Debenture and made between certain members of the Group and the Lender;

"Finance Document" means the Facilities Agreement, documents referred to in the Facilities Agreement, and the Debenture and any documents supplemental to any of the foregoing and any other document designated as such by the Lender and the Company.

"Group Companies" means the Company and each of its Subsidiaries from time to time.

"Insurances" means all policies of insurance (and all cover notes) which are at any time held by, or written in favour of, the Charging Company or in which the Charging Company from time to time has an interest (including, without limitation, the policies of insurance (if any) specified in part 5 of schedule 3 to the Debenture).

"Intellectual Property" means all present and future legal and/or equitable interests (excluding without limitation, any legal and or equitable interests in or under any licences in any part of the world) of the Charging Company in, or relating to, registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names, database rights, domain names and any other rights of every kind deriving from or through the exploitation of any of the foregoing (including, without limitation, the intellectual property rights (if any) specified in part 3 of schedule 3 to the Debenture);

"Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) at the date of the Debenture or in future belonging to the Charging Company, or in which the Charging Company has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1A of schedule 3 to the Debenture), together with:

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon.
- (b) all easements, rights and agreements in respect thereof;
- (c) all proceeds of sale of that property; and
- (d) the benefit of all covenants given in respect thereof.

"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Charging Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

- (a) the benefit of all rights, guarantees, Security Interests and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and

(b) all proceeds of any of the foregoing.

"Related Rights" means in relation to any Charged Security:

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition;
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

"Relevant Contract" means each agreement specified in part 4 of schedule 3 to the Debenture together with each other agreement supplementing or amending or novating or replacing the same.

"Security Accounts" has the meaning given to it in clause 12.6.(a) (ii) of the Debenture.

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture.

"Security Interest" means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security.

"Security Period" means the period beginning on the date of the Debenture and ending on the date on which:

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and
- (b) the Lender has no further commitment, obligation or liability under or pursuant to the Finance Documents.

SCHEDULE 2

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

All present and future obligations and liabilities (whether actual or contingent and whether owned jointly or severally or alone in any other capacity whatsoever) of any Group Company to the Lender under or pursuant to any Finance Document (including all monies covenanted to be paid under the Debenture), provided that no obligation or liability shall be included to the extent that, if it were so included, the Debenture (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985.

SCHEDULE 3

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

The Charging Company charges and agrees to charge with full title guarantee and as continuing security for the payment of the Secured Obligations all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest (subject to a proviso for the reassignment on redemption):

1. by way of first legal mortgage:
 - 1.1 the Property (if any) specified in part 1A of schedule 3 to the Debenture; and
 - 1.2 all other Property (excluding the Excluded Properties) (if any) at the date of the Debenture vested in, or charged to the Charging Company (not charged by clause 1.1 above);
 - 1.3 by way of first fixed charge:
 - 1.3.1 all other Property and all interests in Property (not charged by clause 1.1); and
 - 1.3.2 all licences to enter upon or use land and the benefit of all other agreements relating to land;
 - 1.3.3 all plant and machinery (not charged by clauses 1.1, 1.2, 1.3.1 or 1.3.2) and the benefit of all contracts, licences and warranties relating to the same;

- 1.3.4 all computers, vehicles, office equipment and other equipment (not charged by clause 1.3.3); and
- 1.3.5 the benefit of all contracts, licences and warranties relating to the same other than any which are for the time being part of the Charging Company's stock in trade or work in progress.
- 1.4 by way of:
 - 1.4.1 first fixed charge the Charged Securities referred to in part 2A of schedule 2 to the Debenture;
 - 1.4.2 first fixed charge all other Charged Securities (not charged by clause 1.4.1),

in each case, together with (1) all Related Rights from time to time accruing to those Charged Securities and (2) all rights which the Charging Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;
- 1.5 by way of first fixed charge all accounts of the Charging Company with any bank, financial institution or other person and all monies at any time standing to the credit of such accounts, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;
- 1.6 by way of first fixed charge:
 - 1.6.1 the Intellectual Property (if any) specified in part 3 of schedule 3 to the Debenture; and
 - 1.6.2 all other Intellectual Property (if any) (not charged by clause 1.6.1);
- 1.7 to the extent that any Assigned Asset is not effectively assigned under clause 2, by way of first fixed charge, such Assigned Asset;
- 1.8 by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture):
 - 1.8.1 the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Charging Company or the use of

any of its assets (but excluding without limitation any legal or equitable interests in or under any licences of Intellectual Property in any part of the world); and

1.8.2 any letter of credit issued in favour of the Charging Company and all bills of exchange and other negotiable instruments held by it; and

1.9 by way of first fixed charge all of the goodwill and uncalled capital of the Charging Company.

2. SECURITY ASSIGNMENTS

The Charging Company assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to:

2.1 The Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising therefrom;

2.2 the Insurances, all claims under the Insurances and all proceeds of the Insurances; and

2.3 the Security Accounts and all monies at any time standing to the credit of the Security Accounts, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing; and

2.4 all other Receivables (not assigned under clause 2.1 or 2.2 or 2.3).

To the extent that any Assigned Asset described in clause 2.2 is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Charging Company to any proceeds of the Insurances.

3. FLOATING CHARGE

The Charging Company charges and agrees to charge by way of first floating charge all of its present and future:

3.1 assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 1 (*Fixed charges*), clause 2 (*Security assignments*) or any other provision of the Debenture; and

3.2 (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.

4. NEGATIVE PLEDGE

Restrictions on dealing

The Charging Company shall not, during the Security Period, do or agree to do any of the following without the prior written consent of the Lender such consent not to be unreasonably delayed:

- 4.1 create or permit to subsist any Security Interest on any Security Asset except a Security Interest which is permitted by any Finance Document.
- 4.2 sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset except in the ordinary course of its trade as conducted by the Charging Company as at the date of the Debenture or for a disposal which is permitted by a Finance Document.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00486101

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 18th OCTOBER 2006 AND CREATED BY LAMBERT HOWARTH LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY GROUP COMPANY TO ABN AMRO BANK NV 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 20th OCTOBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th OCTOBER 2006.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

Jan