

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



4134744

100034/39

Name of company

* Damovo Corporate Services Limited, with its registered office at 30 Aylesbury Street, London EC1R 0ER (the **Chargor**).

Date of creation of the charge

11 January 2007

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

A debenture (the **Debenture**) dated 11 January 2007 granted by the Chargor in favour of Equity Trust Services (UK) Limited as agent and trustee for the Secured Parties (the **Security Trustee**).

Amount secured by the mortgage or charge

All present and future obligations and liabilities (including the Guaranteed Obligations) (whether actual or contingent and whether owed jointly or severally and whether as principal or surety or in any other capacity whatsoever) of the Chargor or any Obligor to the Secured Parties (or any of them) under or in relation to any one or more of the Finance Documents together with all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its rights under the Finance Documents on a full indemnity basis (the **Secured Obligations**) provided that no obligation or liability shall be included in the definition of "**Secured Obligations**" to the extent that, if it were so included, the Security (or any part thereof) hereby created or any other provision of this Debenture would be unlawful or prohibited by any applicable law.

Please see attached continuation sheets for particulars of all the property mortgaged or charged and definitions.

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

Equity Trust Services (UK) Limited, with its registered office at 12A Charterhouse Square, London.

Postcode EC1M 6AX

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

Bingham McCutchen LLP
41 Lothbury
London
EC2R 7HF

For official Use (06/2005)
Mortgage Section

Post room

THURSDAY



LD3

25/01/2007

355

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see attached continuation sheets.

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 Brigham McClutchen (London) LLP Date 25th January 07

On behalf of XXXXXXX [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 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**.

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No

- 1 -

Company Number

4134744

Name of company

Damovo Corporate Services Limited (the **Chargor**)

Particulars of all the property mortgaged or charged (continued)

1. Covenant to Pay

- 1.1 The Chargor agreed as primary obligor and not only as surety that, promptly on demand of the Security Trustee, it will pay to the Security Trustee the Secured Obligations as and when they became due and in the manner provided in the relevant Finance Document.

2. Legal Mortgage, Fixed Charges and Assignments

- 2.1 The Chargor charged with full title guarantee and as continuing security for the payment, discharge and performance of all of the Secured Obligations, in favour of the Security Trustee:

- (a) by way of first legal mortgage, all of the property (if any) specified in Part I of Schedule 1 (Real Property) and all other estates or interests in any freehold, leasehold or other immovable property in England and Wales wheresoever situate and any rights under any licence or other agreement or document which gives the Chargor a right to occupy or use any such property, in each case now or in the future belonging to it and in each case, together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor and any moneys paid or payable in respect of such covenants and any licence, agreement for sale or agreement for lease in relation to such property;
- (b) by way of first fixed charge (to the extent that the same are not the subject of a mortgage under paragraph (a) above), all present and future estates or interests in any freehold, leasehold or other immovable property belonging to it and any rights under any licence or other agreement or document which gives the Chargor a right to occupy or use any such property, in each case, together with all buildings and Fixtures thereon, all proceeds of sale thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor and any moneys paid or payable in respect of such covenants provided that in the case of any leasehold property in relation to which the consent of the landlord in whom the reversion of that lease is vested is required in order for the Chargor to grant the charge under this Clause 2.1(b), this Clause 2.1(b) shall not apply unless and until it has obtained the landlord's consent (which it shall use its reasonable endeavours to obtain promptly);
- (c) by way of first fixed charge (other than sub paragraphs (iii) and (iv) in respect of all Shares, Related Rights and Other Securities held by the Chargor in the Companies, which shall be by way of second fixed charge):
- (i) all plant and machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Chargor's stock in trade or work in progress) now or in the future owned by the Chargor and its interest in any such assets in its possession;
- (ii) the Deposits;
- (iii) all Shares now or in the future beneficially and/or legally owned by it and/or any nominee on

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Name of company

Damovo Corporate Services Limited (the Chargor)

Particulars of all the property mortgaged or charged (continued)

its behalf and all Related Rights relating thereto;

- (iv) all Other Securities now or in the future beneficially and/or legally owned by it and/or any nominee on its behalf and all Related Rights relating thereto;
- (v) all rights, interests and benefits to and in respect of the Insurances and all claims (and proceeds thereof) and returns of premiums in respect thereof to which the Chargor is now or may at any future time become entitled;
- (vi) all of the Chargor's present and future book and other debts (other than those represented by the Deposits), including any letters of credit issued in its favour and all bills of exchange and other negotiable instruments held by it, the proceeds of the same and all other moneys due and owing to the Chargor or which may become due and owing to it at any time in the future and the benefit of all rights, securities and guarantees of any nature whatsoever now or at any time enjoyed or held by it in relation to any of the foregoing including, without limitation all Encumbrances, reservations of title, rights of tracing and other rights enabling the Chargor to enforce such debts;
- (vii) (to the extent that the same do not fall within any other sub-paragraph of this paragraph (c)) all of the Chargor's rights and benefits under the Material Contracts;
- (viii) any beneficial interest, claim or entitlement of the Chargor in any pension fund;
- (ix) the Chargor's present and future goodwill (including all brand names not otherwise subject to a fixed charge or assignment under the Debenture);
- (x) the benefit of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any of the Charged Assets and the right to recover and receive all compensation which may at any time become payable to it in respect thereof;
- (xi) its present and future uncalled capital; and
- (xii) all its present and future Intellectual Property Rights (including, without limitation, the patents and trade marks (if any) specified in Part II of Schedule 1 (Intellectual Property Rights) (if any)), subject to any necessary (at the date of the Debenture) third party's consent to such charge being obtained. To the extent that any such Intellectual Property Rights are not capable of being charged, whether by reason of the absence of any such consent as aforesaid or otherwise, the charge thereof purported to be effected by this paragraph (xii) shall operate as an assignment of any and all rights therein and of any and all damages, compensation, remuneration, profit or income that the Chargor may derive therefrom or be awarded or entitled to in respect thereof, as continuing security for the payment, discharge and performance of the Secured Obligations,

provided that at any time before the Security becomes enforceable, the Chargor shall be entitled to receive and retain all dividends, interest and other moneys arising from the Shares and any Other

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Name of company

Damovo Corporate Services Limited (the **Chargor**)**Particulars of all the property mortgaged or charged (continued)**

Securities and, subject to Clause 8.5(d) (Shares and Other Securities) of the Debenture, exercise all voting rights in relation to the Shares and such Other Securities.

2.2 Subject to Clause 4.2 (Non-Assignable Rights) of the Debenture, the Chargor assigned to the Security Trustee with full title guarantee and as continuing security for the payment, discharge and performance of all Secured Obligations:

- (a) all of its rights, title and interest in, to and in respect of the Insurances (including all proceeds) and all claims and returns of premiums in respect thereof to which the Chargor is now or may at any future time become entitled;
- (b) the Assigned Deposits;
- (c) all of its rights, title and interest in, to and in respect of the Material Contracts; and
- (d) to the extent not charged under the provisions of Clause 2.1(c)(xii) (Fixed Charges) all of its present and future Intellectual Property Rights.

2.3 The Chargor, with full title guarantee and as continuing security for the payment, discharge and performance of the Secured Obligations, charged in favour of the Security Trustee by way of a first floating charge all its undertaking and assets whatsoever and wheresoever both present and future, not otherwise effectively mortgaged or charged pursuant to Clause 2.1 (Fixed Charges) or effectively assigned pursuant to Clause 2.2 (Assignments).

3. Negative Pledge

3.1 The Chargor covenanted that it will not create or permit to subsist any Encumbrance over any of its assets other than:

- (a) the Permitted Encumbrances;
- (b) Encumbrances constituted by or created pursuant to the Finance Documents; and
- (c) other Encumbrances specifically permitted under the terms of the Finance Documents,

and will not dispose of any of its assets save to the extent and in the manner permitted by the Finance Documents.

3.2 The Debenture contains a further assurance covenant given by the Chargor.

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Company Number

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Name of company

Damovo Corporate Services Limited (the **Chargor**)

Schedule 1 - Charged Assets

Part I: Real Property

NONE

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Company Number

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Name of company

Damovo Corporate Services Limited (the **Chargor**)

Schedule 1 - Charged Assets
Part II: Intellectual Property Rights

NONE

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No

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Company Number

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Name of company

Damovo Corporate Services Limited (the Chargor)

Schedule 1- Charged Assets**Part III: Group Shares**

<u>Chargor</u>	<u>Type of Shares</u>	<u>Number</u>	<u>Share Certificate Number</u>
Damovo UK Finance II Limited (reg. number 4134714)	Ordinary	1	2
Damovo Pension Trustee Limited (reg. number SC222308)	Ordinary	1	1

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Continuation Sheet No - 7 -

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Name of company

Damovo Corporate Services Limited (the **Chargor**)

Schedule 1 - Charged Assets

Part IV: Material Contracts

NONE

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No

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Company Number

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Name of company

Damovo Corporate Services Limited (the **Chargor**)**Schedule 1 - Charged Assets****Part V: Assigned Accounts**

<u>Account Number</u>	<u>Account Name</u>	<u>Account Maintained With</u>
20067413 Sort Code 160400	Current Account GBP	Royal Bank of Scotland 5-10 Great Tower Street London
20128048 Sort Code 160400	Special Interest Bearing Account	Royal Bank of Scotland 5-10 Great Tower Street London
DAMCORSE-EURA Sort Code 160400	Currency Account EUR	Royal Bank of Scotland 5-10 Great Tower Street London
DAMCORSE-USDA Sort Code 160400	Currency Account USD	Royal Bank of Scotland 5-10 Great Tower Street London
DAMCORSE-CHFA Sort Code 160400	Currency Account CHF	Royal Bank of Scotland 5-10 Great Tower Street London
DAMCORSE-CZKC Sort Code 160400	Currency Account CZK	Royal Bank of Scotland 5-10 Great Tower Street London

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Company Number

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Name of company

Damovo Corporate Services Limited (the **Chargor**)

Account Number

Account Name

Account Maintained With

15478394

Current Account

National Westminster Bank

Sort Code 603021

GBP

14 Blythswood Square

Glasgow

28525353

Special Interest

National Westminster Bank

Sort code 603021

Bearing Account

14 Blythswood Square

Glasgow

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Company Number

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Name of company

Damovo Corporate Services Limited (the **Chargor**)

Definitions

"Accounts" means all accounts maintained by the Chargor with any bank or other financial institution.

"Account Bank" means the Security Trustee or such other bank or financial institution as the Security Trustee may approve from time to time.

"Additional Borrower" means a company which becomes an Additional Borrower in accordance with Clause 22 (Changes to the Obligors) of the Revolving Credit Facility.

"Affiliate" of any specified Person means any other Person, directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing; provided that beneficial ownership of 10% or more of the Voting Stock of a Person shall be deemed to be control.

"Assigned Account" means:

(a) any Collateral Account;

(b) the Accounts (if any) identified in Part V of Schedule 1 (Assigned Accounts) and any renewal or redesignation thereof; and

(c) any other Account that may from time to time be designated in writing by the Security Trustee as one in respect of which the Deposits shall be Assigned Deposits.

"Assigned Deposits" means the Deposits relating to the Assigned Accounts.

"Borrower" means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 22 (Changes to the Obligors) of the Revolving Credit Facility.

"Capital Stock" of any Person means any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) equity of such Person, including any Preferred Stock, but excluding any debt securities convertible into such equity.

"Charged Assets" means all assets, rights and property (including real property) of the Chargor from time to time being the subject of the Security.

"Collateral" means, as of the Issue Date:

(a) the share capital of the following Subsidiaries of the Parent Guarantor (the "Pledged Entities"): the Issuer; Damovo I S.à r.l.; Damovo II S.à r.l.; Damovo Holdings Italy S.p.A.; Enterprise Digital Architects S.p.A.; Damovo Corporate Services Limited; Damovo UK Limited; Damovo UK Finance II Limited; Damovo Holdings Deutschland GmbH; Damovo Deutschland GmbH & Co KG; Damovo Deutschland Verwaltungs GmbH; Damovo do Brasil S.A.; Damovo Schweiz AG; Damovo Belgium S.A.; Damovo Ireland Limited; Damovo Polska sp zoo; Damovo

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Damovo Corporate Services Limited (the **Chargor**)

Pension Trustee Limited; and Damovo México S.A. de C.V.;

(b) the assets of Damovo Corporate Services Limited, Damovo UK Limited, Damovo UK Finance II Limited and Damovo Ireland Limited; and

(c) the Damovo trademarks, held by, and intra-Group loans owed to, the Parent Guarantor.

"Collateral Account" means each Account maintained with the Account Bank as the Security Trustee may from time to time designate in writing as an Account into which the proceeds of the getting in and realisation of the Chargor's assets referred to in Clause 8.3(b) (Accounts, Book Debts and Receipts) of the Debenture are to be paid.

"Companies" means Damovo UK Finance II Limited and Damovo Pension Trustee Limited.

"Composite Guarantee" means a composite guarantee substantially in the agreed form to be made between certain Group companies as guarantors and the Security Trustee.

"Deposit" means all sums from time to time standing to the credit of an Account including all interest credited to such Account, and the Chargor's right title and interest in and to the indebtedness represented by such sums.

"Encumbrance" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Existing Share Charge" means a share charge dated 22 April 2005 between the Chargor and the Existing Security Agent.

"Existing Security Agent" means Deutsche Trustee Company Limited in its capacity as collateral agent in respect of €218,000,000 10¼% senior secured notes due 2012 and €140,000,000 senior secured floating rate notes due 2012 issued by the Issuer.

"Finance Documents" means the Loan Note Instrument, the Notes, the Revolving Credit Facility, the Security Documents, the Guarantee, the Security Trust Deed and the Priority Agreement and any other agreement or document designated a "Finance Document" in writing by the Security Trustee and the Issuer.

"Finance Party" means the Agent or a Lender.

"Fixtures" means, in relation to any freehold or leasehold property charged by or pursuant to the Debenture, all fixtures and fittings (including trade fixtures and fittings) and fixed plant or machinery from time to time thereon owned by the Chargor.

"Group" means the Chargor and its Subsidiaries from time to time.

"Guarantee" means the composite guarantee dated on or about the date hereof between the Guarantors and the Security Trustee.

"Guaranteed Obligations" means the actual, contingent, present and/or future obligations and liabilities of the Chargor to any of the Secured Parties under or pursuant to the Guarantee.

"Guarantors" means collectively the Parent Guarantor and the Subsidiary Guarantors.

COMPANIES FORM No. 395 (Cont.)

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Company Number

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Name of company

Damovo Corporate Services Limited (the **Chargor**)

"Insurance" means all contracts and policies of insurance of whatever nature (save for third party insurances) which are, from time to time, taken out by or on behalf of the Chargor or (to the extent of such interest) in which the Chargor has an interest (and including, without limitation, the Key Man Policies).

"Intellectual Property Rights" means all patents, trade marks, service marks, designs, design rights, utility models, business names, topographical or similar rights, copyrights, moral rights, database rights, rights in inventions, computer software, know-how, trade secrets and confidential information and other intellectual property rights and any interests (including by way of licence) subsisting anywhere in the world in any of the foregoing (in each case whether registered or not and including all applications for the same).

"Issue Date" means the date on which the Notes are issued.

"Issuer" means Damovo III S.A., a company incorporated in Luxembourg with registered number B 106.891 having its registered office at 65 Boulevard Grand-Duchesse Charlotte, L-1331, Luxembourg.

"Key Man Policies" means such Keyman insurance policies in the agreed form in respect of such members of the management of the Chargor as agreed between the Chargor and the Security Trustee.

"Lender" means:

(a) any Original Lender; and

(d) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 21 (Changes to the Lenders) of the Revolving Credit Facility,

which in each case has not ceased to be a party in accordance with the terms of the Revolving Credit Facility.

"Loan Note Instrument" means the loan note instrument dated 21 December 2006 between the Issuer, and the Noteholders, the Issuer has issued €50 million guaranteed and secured notes to the Noteholders.

"Material Contracts" means the contracts (if any) detailed in Part IV of Schedule 1 (Material Contracts) and any other contract from time to time designated as such in writing by the Security Trustee and the Chargor.

"Noteholders" means the registered holders of the Notes from time to time.

"Notes" means the guaranteed and secured notes due 2010 issued under the Loan Note Instrument.

"Original Borrower" means the Issuer and its affiliates listed in Part I (The Original Obligors) of Schedule 1 (The Original Parties) of the Revolving Credit Facility as original borrowers.

"Original Lender" means the financial institutions listed in Part II (The Original Lenders) of Schedule 1 (The Original Parties) of the Revolving Credit Facility as lenders.

"Other Securities" means all the Chargor's present and future interest in all stocks, shares

COMPANIES FORM No. 395 (Cont.)

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Name of company

Damovo Corporate Services Limited (the **Chargor**)

(other than the Shares and the Related Rights in relation thereto), warrants, debentures, bonds or other securities and investments.

"Obligors" means the Issuer, the Borrowers, and the Guarantors, and **"Obligor"** means any one of them.

"Parent Guarantor" means Damovo Group S.A., until such time as it is no longer a holding company of the Issuer, and, thereafter, the ultimate holding company of the Issuer, in each case excluding its Subsidiaries.

"Permitted Encumbrances" means the security interests created by and arising under the Existing Share Charge.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, limited liability company, government or any agency or political subdivision hereof or any other entity.

"Preferred Stock" as applied to the Capital Stock of any corporation, means Capital Stock of any class or classes (however designated) which is preferred as to the payment of dividends, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such corporation, over shares of Capital Stock of any other class of such corporation.

"Priority Agreement" means the priority agreement dated on or about the date hereof between the Issuer, the Guarantors, the Security Trustee, and the Existing Security Agent.

"RCF Agent" means Deutsche Bank AG London as agent of the other Finance Parties.

"Receiver" means an administrative receiver, a receiver and manager or any other receiver (whether appointed pursuant to the Debenture, pursuant to any statute, by a court or otherwise) of all or any of the Charged Assets.

"Related Rights" means, in relation to Shares and Other Securities, all dividends, stocks, shares, warrants, securities, rights, monies or property accruing thereon or derived therefrom.

"Revolving Credit Facility" means the revolving credit facility dated on or about the date hereof between the Borrowers and the Lenders, the Lenders have agreed to make available to the Borrowers a revolving credit facility of €25 million.

"Secured Parties" means all and each of the Security Trustee, the Noteholders, the RCF Agent, the Lenders, and the Receiver, and **"Secured Party"** shall mean any one of them.

"Security" means the security created or purported to be created by the Debenture.

"Security Documents" means, collectively, all security agreements, mortgages, deeds of trust, pledges, collateral assignments and other agreements or instruments evidencing or creating any security in favour of the Security Trustee or any Noteholders in any or all of the Collateral, in each case as amended from time to time in accordance with their terms and the terms of the Notes.

"Security Trust Deed" means the security trust deed dated on or about the date hereof between, inter alia, the Security Trustee and the Issuer.

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Name of company

Damovo Corporate Services Limited (the **Chargor**)

"Shares" means those shares (if any) identified in Part III of Schedule 1 (Shares) and all other shares in the capital of members of the Group now or in the future held by the Chargor and/or any nominee on its behalf.

"Subsidiary" means a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985.

"Subsidiary Guarantee" means any guarantee of payment of the Notes by a Subsidiary Guarantor pursuant to the terms of the Composite Guarantee.

"Subsidiary Guarantor" means each Subsidiary of the Parent Guarantor which has issued a Subsidiary Guarantee on the Issue Date and any Subsidiary created or acquired by the Parent Guarantor after the Issue Date which issues a Subsidiary Guarantee pursuant to Condition 4.12 (Future Guarantees and Security) or otherwise of the Loan Note Instrument.

"Voting Stock" of a corporation means all classes of Capital Stock of such corporation then outstanding and normally entitled to vote in the election of directors.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04134744

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 11th JANUARY 2007 AND CREATED BY DAMOVO CORPORATE SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY OR ANY OBLIGOR 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 25th JANUARY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31st JANUARY 2007.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES