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## COMPANIES FORM No. 395

005583/13

### 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.

CHFP025

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



05516952

Name of company

\* SURFACE DOCTOR (EUROPE) LIMITED (the "Chargor")

Date of creation of the charge

06 November 2007

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

Debenture entered into between the Chargor and the Lender dated 06 November 2007 (the "Debenture")

Amount secured by the mortgage or charge

An Amount equal to all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to the Lender under the Finance Documents (as defined in the facility agreement dated 08 October 2007 between the Chargor and the Lender) (or any of them), including, but not limited to, the Lender's obligations under or pursuant to the Loan Note Guarantee (as defined in the facility Agreement dated 08 October 2007 between the Borrower and the Lender), together with all costs, charges and expenses incurred by the Lender in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents (or any of them)

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

LLOYDS TSB BANK PLC, Company Number 2065, Registered office 25 Gresham Street, London (the "Lender")

Postcode EC2V 7HN

Presentor's name address and reference (if any)

Morrison & Foerster MNP  
CityPoint  
One Ropemaker Street  
London  
EC2Y 9AW

Time critical reference

For official Use (06/2005)  
Mortgage Section

Post room

MONDAY



LD5

\*LVX1GUZN\*

26/11/2007

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COMPANIES HOUSE

**FIXED CHARGES**

(a) by way of first legal mortgage, all of the property (if any) listed in Part I of Schedule I of the Debenture together with all Premises and Fixtures thereon, the proceeds of sale of 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 subject, in the case of any leasehold properties, to obtaining any necessary consent to such mortgage of any third party,

(b) by way of first legal mortgage, all estates or interests in any freehold, leasehold or other immovable property wherever situated now belonging to it (to the extent that the same are not the subject of a mortgage under paragraph (a) above) and all Premises 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 subject, in the case of any leasehold properties, to obtaining any necessary consent to such mortgage of any third party,

CONTINUED ON ADDITIONAL PAGES

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)

Signed Monison & Foester MNP

Date 23 11.2007

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

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

**Notes**

† delete as  
appropriate

- 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**

Name of company

\*insert full name  
of Company

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## Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

## Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

## Addendum 3/4

3 Names, addresses and description of the mortgages or persons entitled to the charge (continued)

## Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

- (c) by way of first fixed charge all present and future estates or interests in any freehold, leasehold or other immovable property and any rights under any licence or other agreement or document which gives the Chargor a right to occupy or use property, wherever situated, now or hereafter belonging to it (to the extent that the same are not the subject of a mortgage under paragraph (a) or (b) above) and all Premises 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 subject, in the case of any leasehold properties, to obtaining any necessary consent to such charge of any third party,
- (d) by way of first fixed charge
  - (i) its present and future interests in all stocks, shares, debentures, bonds, warrants, coupons or other securities and investments now or in the future owned by the Chargor from time to time together with all Related Rights accruing thereto not charged pursuant to Clause 3 3 (*Charge on Shares*) of the Debenture,
  - (ii) all plant and machinery, computers and vehicles now or in the future owned by the Chargor and its interest in any plant, machinery, computers and vehicles in the Chargor's possession other than any part of the Chargor's stock in trade or work in progress from time to time,
  - (iii) all moneys (including interest) from time to time standing to the credit of each of the Chargor's present and future accounts (including each Collateral Account (as defined in the Debenture)) with any bank, financial institution or other person in any jurisdiction and all rights in relation thereto and the debts represented thereby,
  - (iv) to the extent not effectively assigned under Clause 4 1 (*Assignments*) of the Debenture all

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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,

- (v) all of the Chargor's present and future book and other debts, 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 whatever now or at any time enjoyed or held by it in relation to any of the foregoing including, in each case, the proceeds of the same, all liens, reservations of title, rights of tracing and other rights enabling the Chargor to enforce such debts,
- (vi) (to the extent that the same do not fall within any other sub-paragraph of this paragraph (d) and are not effectively assigned under Clause 4 1 (Assignments) of the Debenture all of the Chargor's rights and benefits under the Material Contracts,
- (vii) any beneficial interest, claim or entitlement of the Chargor to any asset in any pension fund;
- (viii) the Chargor's present and future goodwill (including all brand names not otherwise subject to a fixed charge under the Debenture),
- (ix) the benefit of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with the Chargor's business or the use of any of the Security Assets and the right to recover and receive all compensation which may at any time become payable to it in respect thereof,
- (x) the Chargor's present and future uncalled capital, and
- (xi) all the Chargor's present and future Intellectual Property Rights (including, without limitation, the Intellectual Property Rights, if any, specified in Part II of Schedule III (*Intellectual Property Rights*)) if the Debenture, subject to obtaining any necessary consent of any third party to such charge To the extent that any such Intellectual Property Rights are not capable of being charged (whether by reason of lack of any such consent as aforesaid or otherwise) and, if the same is required, pending the grant of any such consent as aforesaid or otherwise the charge thereof purported to be effected by this sub-paragraph (xi) 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, as continuing security for the payment, discharge and performance of the Secured Obligations.

#### **Leasehold Interests Containing Prohibition on Charging**

- (a) Until the relevant consent has been obtained, there shall be excluded from the charge created by Clause 3.1 (*Fixed Charges*) of the Debenture any leasehold property held by the Chargor under a lease the terms of which either preclude absolutely the Chargor from creating any charge over its leasehold interest in such property or require the consent of any third party prior to the creation of such charge and such consent has not previously been obtained

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- (b) Forthwith, upon receipt of the consent of the relevant third party such property shall thereupon stand charged to the Lender pursuant to the terms of Clause 3 1 (*Fixed Charges*) of the Debenture

### Charge on Shares

The Chargor, as continuing security for the payment, discharge and performance of all the Secured Obligations, hereby with full title guarantee

- (a) mortgages and charges and agrees to mortgage and charge to the Lender the Shares held now or in the future by it and/or any nominee on its behalf, by way of first legal mortgage, and
- (b) with full title guarantee, mortgages and charges and agrees to mortgage and charge to the Lender the Related Rights held now or in the future by it and/or any nominee on its behalf, by way of first legal mortgage, and
- (c) with full title guarantee, (to the extent they are not effectively mortgaged or charged pursuant to paragraph (a) or (b) above), charges the Shares and the Related Rights held now or in the future by it and/or any nominee on its behalf, by way of first fixed charge,

### ASSIGNMENTS

#### Assignments

Subject to Clause 4 2 (Non-Assignable) of the Debenture, the Chargor hereby assigns and agrees to assign to the Lender, with full title guarantee and as continuing security for the payment, discharge and performance of all Secured Obligations

- (a) all of its rights, title, interest and benefits in respect of the Insurances and all claims and returns of premiums in respect thereof to which the Chargor is now or may at any time in the future become entitled, and
- (b) all of its rights, title, interest and benefits under the Material Contracts, any letters of credit issued in its favour and all bills of exchange and other negotiable instruments held by it

in each case, together with the benefit of all powers and remedies for enforcing the same

#### Non-Assignable

To the extent that any such right, title and interest described in Clause 4 1 (*Assignments*) of the Debenture is not assignable or capable of assignment, the assignment purported to be effected by Clause 4 1 (*Assignments*) Debenture shall operate as

- (i) in the case of the Insurances, an assignment of any and all proceeds of the Insurances received by the Chargor, and
- (ii) in the case of the Material Contracts, 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,

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in each case with full title guarantee as continuing security for the payment, discharge and performance of the Secured Obligations, and

(b) the Chargor shall hold the benefit of any such right, title and interest on trust for the Lender

## FLOATING CHARGE

### Creation of Floating Charge

The Chargor, as owner with full title guarantee and by way of a first floating charge, charges in favour of the Lender as continuing security for the payment, discharge and performance of the Secured Obligations, all its undertaking and assets whatsoever and wheresoever both present and future to the extent such assets have not otherwise been validly and effectively mortgaged or charged pursuant to Clause 3 (Creation of Fixed Security) or Clause 4 (Assignments) of the Debenture

## DEFINITIONS

**"Event of Default"** means any event specified in Clause 18.1 to 18.21 (inclusive) of the Facility Agreement

**"Facility Agreement"** means the Facility Agreement dated 8 October 2007 between the Chargor and the Lender in its capacity as lender.

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

**"Insurances"** means all contracts and policies of insurance (including, for the avoidance of doubt, all cover notes) of whatever nature 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, any key man policies)

**"Intellectual Property Rights"** means all patents, trade marks, service marks, trade names, design rights, copyright (including rights in computer software and in published and unpublished work), titles, rights to know-how and other intellectual property rights (including by way of licence), in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world

**"Material Contracts"** means such contracts as the Lender may reasonably consider material to the business of the Chargor which for the avoidance of doubt shall include any franchise contracts with third parties

**"Mortgaged Property"** means all real property legally mortgaged or purported to be legally mortgaged pursuant to the Debenture and any other freehold or leasehold property which is or is purported to be the subject of the Debenture

**"Premises"** means all buildings and erections for the time being comprised within the Security Assets

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**"Secured Obligations"** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to the Lender under the Finance Documents (or any of them), including, but not limited to, the Lender's obligations under or pursuant to the Loan Note Guarantee, together with all costs, charges and expenses incurred by the Lender in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents (or any of them), PROVIDED THAT no obligation or liability shall be included in the definition of **"Secured Obligations"** to the extent that, if it were so included, this Debenture (or any part thereof) would constitute unlawful financial assistance within the meaning of Sections 151 and 152 of the Companies Act 1985

**"Security Assets"** means all the assets, rights and property of the Chargor which are the subject of any security constituted or intended to be constituted by the Debenture

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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 05516952

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 6th NOVEMBER 2007 AND CREATED BY SURFACE DOCTOR (EUROPE) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS TSB BANK PLC 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 NOVEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th NOVEMBER 2007.

*Handwritten signature*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES