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CHFP025

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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

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

06092715

Name of company

* Dogmer4 Limited (the "Chargor")

Date of creation of the charge

9 March 2007

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

A debenture (the "Debenture") between the Chargor and the Royal Bank of
Scotland plc (the "Lender")

Amount secured by the mortgage or charge

The liabilities of the Transaction Obligors to the Lender from time to time
including without limitation all liabilities of the Transaction Obligors
under or pursuant to the Finance Documents (the "Secured Liabilities")

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

The Royal Bank of Scotland plc, 280 Bishopsgate, London

Postcode EC2M 4RB

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

Ashley Reid
Herbert Smith LLP
Exchange House
Primrose Street
London, EC2A 2HS
EC2A 2HS
7467/30873703

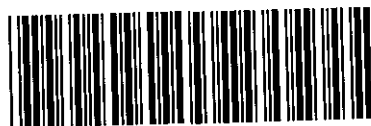
Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



ANLS1021

A31

22/03/2007

225

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See Schedule 1 on Continuation Sheet no 1 onwards.

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Herbert Smith LLP

Date

21/03/07

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

SCHEDULE 1
SHORT PARTICULARS OF ALL
THE PROPERTY MORTGAGED OR CHARGED

1. CREATION OF SECURITY

1.1 Land

The Chargor charged by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land.

1.2 Investments

The Chargor charged by way of fixed charge:

1.2.1 all Investments; and

1.2.2 all related Distribution Rights,
including those held for it by any nominee.

1.3 Plant and Machinery

The Chargor charged by way of fixed charge all Plant and Machinery.

1.4 Book Debts

The Chargor charged by way of fixed charge:

1.4.1 all Book Debts; and

1.4.2 all benefits, rights and Security held in respect of, or to secure the payment of,
the Book Debts.

1.5 Non Trading Debts

The Chargor charged by way of fixed charge:

1.5.1 all Non Trading Debts; and

1.5.2 all benefits, rights and Security held in respect of, or to secure the payment of,
the Non Trading Debts.

1.6 Accounts

1.6.1 The Chargor charged by way of fixed charge all amounts standing to the credit of:

(A) the Receipts Account;

(B) any other account in its name held with the Lender or to which it is
beneficially entitled; and

(C) each account held with a person other than the Lender.

1.6.2 Except as permitted in the Facility Agreement, regardless of the terms on which moneys are credited to the Receipts Account or any other account in the name of the Chargor held with the Lender, no amount standing to the credit of that account will be or accrue due or payable to the Chargor until:

(A) the Secured Liabilities have been paid and discharged in full; and

(B) the Lender is not under any obligation to make banking or other facilities available to the Chargor,

and until that time the Chargor shall not request, demand or claim to be entitled to withdraw any amount from the account except (without prejudice to the Lender's rights under the Debenture) as the Lender may in its absolute discretion from time to time permit.

1.7 Intellectual Property Rights

The Chargor charged by way of fixed charge all Intellectual Property Rights.

1.8 Goodwill

The Chargor charged by way of fixed charge its goodwill.

1.9 Uncalled capital

The Chargor charged by way of fixed charge its uncalled capital.

1.10 Authorisations

The Chargor charged by way of fixed charge the benefit of all Authorisations held by it in relation to any Security Asset.

1.11 Membership Interests and Side Letter

The Chargor assigned absolutely all its rights and interests in respect of the Membership Interests and the Side Letter.

1.12 Insurances

The Chargor assigned absolutely all its rights and interests in the Insurances.

1.13 Other assets

1.11.1 The Chargor charged by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under Clause 3 of the Debenture.

1.11.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by the Debenture.

1.14 Trust

1.14.1 Subject to Clause 3.14.2 of the Debenture, if or to the extent that for any reason the assignment or charging of any Security Asset is prohibited, the Chargor holds it on trust for the Lender.

1.14.2 On the waiver or consent being obtained, or the condition being satisfied, the Security Asset shall be mortgaged, charged or assigned (as appropriate) under

this paragraph 1 and the trust referred to in Clause 3.14.1 of the Debenture shall terminate.

2. NATURE OF SECURITY CREATED

The Security created under the Debenture was created:

- (A) as a continuing security to secure the payment and discharge of the Secured Liabilities;
- (B) (except in the case of assets which are the subject of a legal mortgage under the Debenture) over all present and future assets of the kind described which are owned by the Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them;
- (C) with full title guarantee (except that the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all charges, incumbrances and rights, even if the Chargor does not know and could not reasonably be expected to know about them).

3. COVENANTS

The covenants in Clause 8 of the Debenture remain in force from the date of the Debenture until the expiry of the Security Period.

Disposals

Under the Debenture the Chargor covenanted that it would not enter into a single transaction or a series of transactions (whether related or not), whether voluntary or involuntary and whether at the same time or over a period of time, to sell, lease, transfer, loan (and, in the case of the Book Debts, factor or discount them), nor otherwise dispose of any Security Asset, nor enter into an agreement to make any such disposal, save as expressly permitted in the Facility Agreement.

Negative pledge

Under the Debenture the Chargor covenanted that it would not create or permit to submit any Security over any Security Asset except for Permitted Security.

Preservation of the Security Assets

Under the Debenture the Chargor covenanted that it would not, without the prior written consent of the Lender (not to be unreasonably withheld) enter into any onerous obligation or restriction affecting any Security Asset.

4. ENFORCEMENT

The Chargor shall hold on trust for the Lender all moneys received by virtue of the Insurances and, at the option of the Lender, the Chargor shall apply those moneys:

- (a) in replacing or reinstating the assets destroyed, damaged or lost (any deficiency being made good by the Chargor); or
- (b) (except in the case of leasehold premises) in reduction of the Secured Liabilities.

SCHEDULE 2 DEFINITIONS AND INTERPRETATIONS

"Account" means the Receipts Account and any other account held by the Chargor.

"Authorisations" means an authorisation, consent, permission, approval, resolution, licence, exemption, filing, notarisation or registration.

"Book Debts" means, in relation to the Chargor, all its book debts arising in the ordinary course of trading.

"Default Rate" means the rate of interest specified in, and calculated in accordance with, clause 7.3 (*Default interest*) of the Facility Agreement.

"Distribution Rights" means all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of the Membership Interests and any Investments, and includes all dividends, interest and other distributions paid or payable on or in respect of them.

"Facility Agreement" means the facility agreement dated on or about the date of the Debenture between the Chargor as borrower, the LLP and the Lender as lender.

"Finance Document" means the Facility Agreement, the GP Undertaking, any Security Document and any other document designated as such by the Lender.

"General Partner" has the meaning given to that term in the Facility Agreement.

"GP Undertaking" means the undertaking given by the General Partners to the Lender.

"Insurance" means, in relation to the Chargor, each contract or policy of insurance to which that Chargor is a party or in which it has an interest.

"Intellectual Property Rights" means:

- (A) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property;
- (B) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature; and
- (C) any other right to use, or application to register or protect, any of the items listed in paragraphs (A) or (B) above,

arising or subsisting in any jurisdiction and whether registered or not.

"Investments" means all or any stocks, shares (including shares held in any Subsidiaries), bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations).

"Land" has the same meaning as it has in section 205(1) of the Act.

"LLP" means the HgCapital LLP, a limited liability partnership formed in England and Wales with registered number OC 301825.

"LLP Deed" means the Limited Liability Partnership Deed relating to the LLP and replacing all previous limited liability partnership deeds dated on or about the date of the Debenture.

"Membership Interests" means all of the Chargor's right, title and interest in respect of the LLP and the LLP Deed including, without limitation, all of its rights in respect of DCo Capital and Priority Income Share (as those terms are defined in the LLP Deed).

"Non Trading Debts" means all debts and moneys due or payable to the Chargor except for Book Debts and those referred to in Clause 3.6 (*Accounts*) of the Debenture.

"Obligor" means the LLP or the Chargor.

"Permitted Security" means any Security falling into one of the categories permitted in Clause 21.4 (*Negative Pledge*) of the Facility Agreement.

"Plant and Machinery" means, in relation to the Chargor, all its fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties.

"Receipts Account" means a blocked account held by the Borrower with National Westminster Bank plc, City of London Office, 1 Princes Street, London EC2R 8BP with sort code 60-00-01 and account number 39285642 and subject to the Security created by the Debenture, and includes any replacement account or sub-division of that account.

"Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and **"Regulation"** means any of them.

"Security" means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.

"Security Assets" means, in relation to the Chargor, all of its assets which are the subject of any Security created or to be created by the Debenture.

"Security Document" means:

- (A) the Debenture;
- (B) the LLP Debenture;
- (C) the GP Share Pledges;
- (D) the GP Account Charges; and
- (E) any other document creating, evidencing or granting Security in favour of the Lender in respect of the obligations of the Obligors under the Finance Documents, each in form and substance satisfactory to the Lender.

"Security Period" means the period starting on the date of this Agreement and ending on the date on which the Lender is satisfied that all of the liabilities of the Obligor under each Finance Document are irrevocably discharged in full and the Lender has no commitment or liability, whether present or future, actual or contingent, in relation to the Facility.

"Security Provider" means each person, other than an Obligor, which grants Security under or pursuant to the Security Documents.

"Side Letter" means the side letter dated on or about the date of the Debenture from the LLP to the Borrower.

"Subsidiary" has the meaning given to that term in the Facility Agreement.

"Transaction Obligor" means an Obligor or a Security Provider.

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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. 06092715

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 9th MARCH 2007 AND CREATED BY DOGMER4 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE TRANSACTION OBLIGORS TO THE ROYAL BANK OF SCOTLAND plc 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 22nd MARCH 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th MARCH 2007.

PDW



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES