

M

COMPANIES FORM No. 395 1473871160

Particulars of a mortgage or charge

395

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.



CHFP025

Please do not write in this margin

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

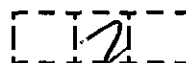
*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



00497339

Name of company

* W.H. Boddington & Co. Limited

Date of creation of the charge

20th June 2003

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

Composite Guarantee and Debenture (the "Debenture")

Amount secured by the mortgage or charge

See attached Rider A

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

The Royal Bank of Scotland plc as agent and trustee for itself and for each of the Secured Parties, 6th Floor, 2 St Philip's Place, Birmingham

Postcode B2 2RB

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

Dickson Minto W.S.
Royal London House
22-25 Finsbury Square
London EC2A 1DX

Ref: bodd.lpd

Time critical reference

For official Use
Mortgage Section

Post room



A05
COMPANIES HOUSE

ARQSRM91

0785
01/07/03

Short particulars of all the property mortgaged or charged

See attached Rider B

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)

N/A

Signed



Date

30/6/03

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

A fee of £10 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

W.H. BODDINGTON & CO. LIMITED

**(Registered Number 00497339)
(the "Company")**

RIDER A - FORM 395 - GUARANTEE AND DEBENTURE

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or otherwise or as the equivalent obligor under the laws of any other jurisdiction) of each Obligor to the Security Trustee and the Secured Parties and to any of them on any account whatsoever including without limitation under any of the Financing Documents together with:

- (i) all costs, charges and expenses incurred by the Security Trustee or any Secured Party in connection with the protection, preservation or enforcement of its rights against any Obligor;
- (ii) any refinancing, novation, refunding, deferral or extension of any of those obligations or liabilities;
- (iii) any further advances and additional facilities which may be made by any Secured Party to any Obligor and all interest, fees and costs in connection therewith;
- (iv) any claim for damages or restitution in the event of rescission of any of those obligations or liabilities;
- (v) any claim against any Obligor flowing from the recovery by an Obligor of a payment or discharge in respect of any of those liabilities on grounds of preference or otherwise; and
- (vi) any amounts which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings.

Where:

"**Financing Documents**" means the Senior Financing Documents, the Hedging Documents and the Mezzanine Financing Documents;

"**Group**" means the Parent and each of its holding companies and each subsidiary of it and of each of its holding companies from time to time;

"**Hedging Bank**" has the meaning given to it in the Intercreditor Deed;

"**Hedging Document**" has the meaning given to it in the Intercreditor Deed and "**Hedging Documents**" means each and every Hedging Document;



"Intercreditor Deed" means the intercreditor deed of even date with the Debenture made between, *inter alios*, the Senior Lender, the Newcos, the Parent, the Hedging Bank and the Mezzanine Lender;

"Mezzanine Financing Documents" means the Financing Documents as defined in the Mezzanine Facility Letter;

"Mezzanine Facility Letter" means the facility letter of even date with the Debenture by RBS Mezzanine Limited to, *inter alios*, the Borrowers (as defined therein);

"Mezzanine Lender" means the Lender from time to time as defined in the Mezzanine Facility Letter;

"Newcos" means the Newcos as defined in the Senior Facility Letter and the Mezzanine Facility Letter;

"Obligor" means any person which is or has been a member of the Group and which has or which will have any liability (actual or contingent) and whether alone or jointly with any other person and whether as principal debtor, guarantor or surety or otherwise (or as the equivalent obligor under the laws of any other jurisdiction) to the Security Trustee and the Secured Parties or any of them for the payment or repayment of any amounts outstanding or capable of becoming outstanding under the Financing Documents;

"Parent" means Rubicon Partners Industries LLP, a limited liability partnership incorporated in England and Wales with registered number OC304887;

"Secured Parties" means the Senior Lender, the Hedging Bank and the Mezzanine Lender and **"Secured Party"** means any one of them;

"Security Trustee" means The Royal Bank of Scotland plc as agent and trustee for itself and for each of the Secured Parties;

"Senior Facility Letter" means the facility letter of even date with the Debenture by The Royal Bank of Scotland plc to, *inter alios*, the Newcos;

"Senior Financing Documents" means the Financing Documents as defined in the Senior Facility Letter;

"Senior Lender" means the Lender from time to time as defined in the Senior Facility Letter.



W.H. BODDINGTON & CO. LIMITED**(Registered Number 00497339)****RIDER B - FORM 395 - GUARANTEE AND DEBENTURE****Short particulars of all the property mortgaged or charged.****1. Fixed Charges**

The Company with full title guarantee has charged with the payment and discharge to the Security Trustee (as agent and trustee aforesaid) of all the Secured Liabilities:

FIRST all of its freehold and leasehold property both present and future together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein;

SECOND subject to any Permitted Security Rights, all plant, machinery, vehicles and other equipment now or hereafter owned by it together with the benefit of any obligations and warranties given by the manufacturer or supplier of such plant, machinery or other equipment and the benefit of all maintenance agreements entered into between it and any other person in respect of such plant, machinery and other equipment;

THIRD any of the Shares owned by it;

FOURTH all other shares and stock in the capital of any company which as at the date of the Debenture or at any time thereafter is owned by it or in which it otherwise has an interest together in all cases with all rights arising in relation thereto;

FIFTH the benefit of all present and future licences (statutory or otherwise) held in connection with its business or the user of any of the mortgaged property and the right to recover and receive all compensation which may at any time become payable to it in respect thereof to the extent that such can be charged without consent of third parties to such licences or without causing any breach of the terms or the termination thereof;

SIXTH all licences and patents (including applications and the rights to apply therefor), copyrights, rights in trademarks whether registered or not, trade names, rights in service marks whether registered or not, registered designs, know-how and rights in confidential information at the date of the Debenture or at any time belonging to it;

SEVENTH its goodwill and the uncalled capital both present and future;

EIGHTH the book debts due or owing to it both present and future;

NINTH all benefits in respect of all contracts and policies of insurance which are from time to time taken out by or (to the extent of such interest) in which it has an interest;

TENTH its stock-in-trade and work-in-progress, prepayments, investments quoted on a recognised stock exchange and cash both present and future; and

ELEVENTH its undertaking and all of its other property and assets both present and future.

The charges on the property and assets **FIRST** to **NINTH** inclusive described are created as fixed charges and constitute charges by way of legal mortgage on the property **FIRST** and **THIRD** described which is at the date of the Debenture vested in the Company.

2. **Floating Charges**

The charges on the property and assets **TENTH** and **ELEVENTH** described (and also on such of the said property and assets of the Company both present and future as the Security Trustee may have agreed in writing to exclude from the fixed charge or are otherwise not effectively charged under the Debenture by way of fixed charge) are created as floating charges until the provisions of Condition 14 set out in the Third Schedule of the Debenture become operative when the floating charges shall crystallise and become fixed charges. The charges created by the Debenture shall be a continuing security and shall unless otherwise agreed in writing by the Security Trustee be first charges.

3. **Assignment in Security**

The Company in security for the payment and discharge of all the Secured Liabilities assigns and agrees to assign to the Security Trustee (as agent and trustee aforesaid) with full title guarantee all of its right, title and interest, present and future, in and to the Acquisition Documents and undertakes to the Security Trustee promptly to give such notice of the assignment and subsequent assignments under the Debenture as the Security Trustee may require, provided that to the extent (if any) that such right, title and interest are not assignable such assignment will operate as an assignment of proceeds received by the Company under the Acquisition Documents as security for the Secured Liabilities.

4. **Set-Off**

The Company authorises the Security Trustee and each Secured Party to hold as security for the Secured Liabilities any balances, credits, deposits, accounts or moneys to which it is entitled on any account with the Security Trustee or that Secured Party and to apply any such balances, credits, deposits, accounts or moneys at any time without notice to the Company in satisfaction of any Secured Liabilities.

Where:

"Acquisition Documents" has the meaning given to it in the Senior Facility Letter;

"Permitted Security Rights" means Permitted Security Rights as defined in the Senior Facility Letter and the Mezzanine Facility Letter;

"Secured Liabilities" means the amount secured by the Debenture as defined in Rider A;

"Shares" means the shares listed in the Second Schedule to the Debenture together with all rights including dividends and other distributions, arising in relation thereto.

All terms defined in Rider A shall have the same meaning when used in this Rider B.



FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00497339

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND DEBENTURE DATED THE 20th JUNE 2003 AND CREATED BY W.H.BODDINGTON & CO LIMITED FOR SECURING ALL PRESENT AND FUTURE OBLIGATIONS AND LIABILITIES OF EACH OBLIGOR TO THE ROYAL BANK OF SCOTLAND PLC (AS AGENT FOR ITSELF AND THE SECURED PARTIES) ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 1st JULY 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd JULY 2003.

Pb
SC



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —