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CHFP025

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Please complete
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

9111

1440643

Name of company

* Bepco (UK) Limited

Date of creation of the charge

19 February 2007

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

Debenture

Amount secured by the mortgage or charge

1. All monies (in whatever currency), obligations and liabilities which are from time to time due, owing or incurred by the Company to KBC Bank NV (security trustee for the Secured Parties, in such capacity the "Security Trustee") and/or other Secured Parties (as defined in the Facility Agreement) under or pursuant to any Finance Document (as defined in the Facility Agreement) which as principal or surety, including interest at the Default Rate, if applicable, (as well after as before judgment), commission and other fees and charges at the rates and on the terms agreed between the Company and the Secured Parties from time to time; and

2. Expenses and all amounts owing in respect of Indemnified Events plus interest (as well after as before judgment) at the Default Rate from the date the same are incurred to the date of payment in full (compounded monthly if not paid) (together the "the Secured Liabilities").

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

KBC Bank NV whose main UK branch is 5th Floor, 111 Old Broad Street, London

Postcode EC2N 1BR

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

HBJ Gateley Wareing LLP

One Eleven
Edmund Street
Birmingham
B3 2HJ

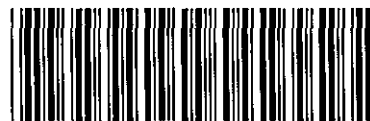
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Time critical reference

For official Use (02/00)

Mortgage Section

THURSDAY



AAIHKNA0

A48

22/02/2007

518

COMPANIES HOUSE

•Short particulars of all the property mortgaged or charged

The Company with full title guarantee charges to the Security Trustee (as security trustee and the Secured Parties):

By way of fixed charge:

1. any freehold or leasehold property now or in the future owned by the Company or in which the Company may have an interest;
2. all buildings, fixtures and fittings (including trade fixtures and fittings) from time to time in, on or attached to any Property;
3. all plant, machinery, vehicles, computer equipment, furniture, tools and other equipment not disposed of in the ordinary course of the Company's business and all spare parts, replacements, modifications and additions for or to that Equipment and the benefit of all manuals, instructions, warranties and maintenance agreements relating to it;

(see continuation sheet)

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Particulars as to commission allowance or discount (note 3)

N/A

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

Signed HBS Cately Wareing Ltd.

Date 20 February 2007

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

† 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

CHFP025

Particulars of a mortgage or charge (continued)

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Continuation sheet No 1
to Form No 395 and 410 (Scot)

Please complete
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Company Number

1440643

Name of Company

Bepco (UK)

Limited*

* delete if
inappropriate

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

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

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete
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Continued

4. the Company's Book Debts and cash in respect of such Book Debts;
5. any credit balance on any Nominated Account and any credit balance on any other account maintained by the Company with any other bank or financial institution;
6. the Company's rights and claims (including to the return of premiums) under all insurance policies (including keyman policies) in which the Company has an interest from time to time;
7. the Company's goodwill and uncalled capital present and future;
8. all Intellectual Property from time to time not disposed of in the ordinary course of the Company's business.
9. all Securities from time to time owned by the Company or in which it has an interest;
10. all loan capital or other indebtedness owing to the Company;
11. By way of a floating charge, the Company's property, assets and rights from time to time not subject to an fixed charge under the Debenture (including any property and assets situated in Scotland).
12. The floating charge created by paragraph 11 above is a qualifying floating charge in accordance with paragraph 14 of Schedule B1 Insolvency Act.
13. The floating charge created by the Debenture will automatically without notice be converted to a fixed charge:
 - 13.1 in relation to any Charged Asset which is subject to a floating charge if:
 - 13.1.1 without the Security Trustee's prior written consent, the Company creates or attempts to create any Security Interest (other than a Permitted Security Interest) over the relevant Charged Asset; or
 - 13.1.2 any person levies or attempts to levy any distress, execution or other process against such Charged Asset; and
 - 13.2 over all the Charged Assets of the Company which are subject to a floating charge if:
 - 13.2.1 any person presents a petition to wind up the Company or applies for an administration order in relation to it; or
 - 13.2.2 upon the enforcement of the Debenture in relation to the Company.
("the Charged Assets").

Negative Pledge

The Company agrees with the Security Trustee that it will not, without the Security Trustee's prior written consent:

1. create or permit to subsist, in favour of any person other than the Security Trustee, any Security Interest on the Charged Assets, except for any Permitted Security Interest;
2. Dispose or agree to Dispose of any Charged Assets charged by way of fixed charge other than by way of a Permitted Disposal (as defined in the Facility Agreement); and
3. dispose of any Charged Assets charged by way of floating charge other than by way of Permitted Disposal.

(See continuation sheet 2)

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**Particulars of a mortgage or charge
(continued)**

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Continuation sheet No 2
to Form No 395 and 410 (Scot)

*Please complete
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Company Number

1440643

Name of Company

Bepco (UK)

Limited*

* delete if
inappropriate

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

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

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete
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Continued

Definitions

"Book Debts" means all present and future book and other debts, rentals, royalties, fees, VAT and other monetary claims actually or contingently due or owing to the Company including all rights which may give rise to the same and any security held by the Company for a debt, revenue or claim and any other related rights, such as, reservation of title or an unpaid vendor's lien;

"Default Rate" means the rate of interest determined in accordance with clause 11.3 of the Facilities Agreement;

"Dispose" or "Disposal" includes sale, transfer, lease, licence, or parting with possession or granting any interest in it;

"Equipment" means any plant, machinery and/or other equipment charged by the Debenture;

"Expenses" means those fees, costs, charges and expenses covenanted to be paid by the Company in clause 14.1 of the Debenture;

"Facilities Agreement" means the term loan and revolving credit agreement dated on or about the same date as the Debenture made between (1) Tractiv Group Limited as parent; (2) its subsidiaries listed in Part I of Schedule 1, as original borrowers; (3) its subsidiaries listed in Part II of Schedule 1, as original guarantors; (4) KBC Bank NV as arranger, original lender, agent and security trustee.

"Indemnified Events" means the matters and event in respect of which the Company is liable to indemnify or reimburse the Security Trustee, including those referred to in clauses 5.4 and 14 of the Debenture;

"Intellectual Property" means all patents (including applications, improvements, extensions and rights to apply for any patents), design rights, trade marks and service marks (whether registered or unregistered) and applications for the same, copyright trade, brand, domain and business names, know how, confidential information, trade secrets, databases and computer software programs and systems and all other intellectual or intangible property (including the benefit of any licences or consents relating to any of the above) and all fees, royalties or other rights derived there from or incidental thereto in any part of the world;

"Nominated Account" means any account opened pursuant to clause 5.1.2 of the Debenture;

"Permitted Security Interest" means any lien arising by operation of law in the ordinary course of trading over property other than land;

"Property" means any freehold or leasehold property owned or occupied by the Company;

"Security Interest" means any mortgage, charge, pledge, trust, assignment by way of security, hypothecation, lien or any other arrangement for the purpose of or having a similar effect to creating security or any title retention rights or any set off rights created by agreement;

"Securities" means all stocks, shares, bonds and securities whether marketable or not held by the Company now or in the future including, warrants and options to acquire or subscribe for the same and all money, property or rights accruing or offered at any time by way of dividend, distribution, conversion, redemption, bonus, preference, option, interest or otherwise.

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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. 01440643

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 19th FEBRUARY 2007 AND CREATED BY BEPCO (UK) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO KBC BANK NV AND/OR OTHER SECURED PARTIES 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 FEBRUARY 2007.

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

[Handwritten signature]



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —