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COMPANIES FORM No 395

Particulars of a mortgage or charge



395

CHFP000

A fee of £13 is payable to Companies House in respect of each register entry for the mortgage or charge.

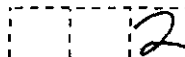
Pursuant to section 395 of the Companies Act 1985

Please do not write
in this margin
Please complete
legibly, preferably
in black type or
bold block lettering

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

For Official use

Company Number



2263795

Name of Company

STANTON BONNA CONCRETE LIMITED (the "Chargor")

*insert full name of
company

Date of creation of the charge

15 November 2005

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

Fixed and Floating Debenture dated 15 November 2005 (the "Charge") created by the Chargor in favour of CIBC World Markets plc as security agent for the benefit of the Secured Creditors (as defined below) (the "Security Agent").

Amount secured by the mortgage or charge

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Name and address of the mortgagees or persons entitled to the Charge

CIBC World Markets plc as security agent for the benefit of the Secured Creditors

Cottons Centre, Cottons Lane, London

Postcode

SE1 2QL

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

Linklaters
One Silk Street
London EC2Y 8HQ
Tel: 020 7456 2000

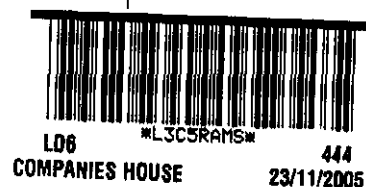
Please return
via
CH London Counter

Ref: NH/KMER

Time critical reference

For official Use
Mortgage Section

Post room



(PLEASE SEE ATTACHED CONTINUATION SHEET)

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

Linklaters

Date

22 November 2005

On behalf of chargee

A fee of £13 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Note

[†] 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, e.g. "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 including 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 CF4 3UZ

Name of Company

STANTON BONNA CONCRETE LIMITED

Company Number

2263795

Amount secured by the mortgage or charge

"Liabilities" means all present and future moneys, debts and liabilities due, owing or incurred by the Chargor to any Secured Creditor under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise).

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Short particulars of all the property mortgaged or charged

1 Fixed Charges

The Chargor, with full title guarantee and as security for the payment of all Liabilities, charges in favour of the Security Agent (as trustee for the Secured Creditors):

- 1.1.1 by way of first legal mortgage, all Real Property in England and Wales (including that described in Schedule 3 (*Real Property*) of the Charge) now belonging to it.
- 1.1.2 by way of first fixed equitable charge, all other Real Property now belonging to it and all Real Property acquired by it in the future, provided that the Charges shall not extend to any leasehold property if and to the extent that the terms of the relevant lease prohibit (either absolutely or without the consent of the relevant landlord or (as the case may be) other relevant party) the creation of any Security Interest over the relevant leasehold property.
- 1.1.3 by way of first fixed charge, all its present and future:
 - (i) Book Debts;
 - (ii) Bank Accounts;
 - (iii) Investments;
 - (iv) uncalled capital and goodwill;
 - (v) Intellectual Property as described in Schedule 5 (*Intellectual Property*) of the Charge;
 - (vi) plant and machinery (except that mortgaged or charged by paragraph 1.1.1 above; and
 - (vii) Insurances as described in Schedule 4 (*Insurances*) of the Charge and all related proceeds, claims of any kind, returns of premium and other benefits.

2 Floating Charge

The Chargor, with full title guarantee and as security for the payment of all Liabilities, charges in favour of the Security Agent (as trustee for the Secured Creditors) by way of first floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by Clause 3 (*Fixed Charges*) of the Charge or assigned by Clause 5 (*Assignment*) of the Charge).

Short particulars of all the property mortgaged or charged

Note (1): the Charge provides that:

1 Qualifying Floating Charge

- 1.1** The floating Charge created by the Chargor pursuant to Clause 4.1 (*Creation*) of the Charge is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act.
- 1.2** Paragraph 14 of Schedule B1 to the Insolvency Act shall apply to the Charge and the Security Agent may appoint an Administrator of the Chargor pursuant to that paragraph.

2 Ranking

The floating Charge created by the Chargor ranks:

- (a) behind all the fixed Charges created by the Chargor; but
- (b) in priority to any other Security Interest over the Charged Assets except for any Security Interest ranking in priority in accordance with paragraph (f) of Schedule 2 (*Rights of Receivers*) of the Charge or any Security Interest permitted under the Senior Facility Agreement or the Mezzanine Facility Agreement.

3 Conversion by notice

The Security Agent may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice in writing to the Chargor specifying the relevant Charged Assets (either generally or specifically):

- (a) if it reasonably considers it is necessary to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges; and/or
- (b) while an Enforcement Event has occurred and is continuing.

4 Automatic conversion

If:

- (a) the Chargor takes any step to create any Security Interest in breach of Clause 5.1 (*Security Interests*) of the Charge over any of the Charged Assets not subject to a fixed Charge; or
- (b) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge as regards all of the Charged Assets which were subject to a floating Charge.

Short particulars of all the property mortgaged or charged

5 Assignment

The Chargor with full title guarantee, hereby assigns absolutely to the Security Agent all its present and future right title and interest in and to all Insurances and all proceeds in respect of Insurances and all benefits of Insurances (including all claims relating to, and all returns of premium in respect of, Insurances).

6 Security Interests

The Chargor shall not create or permit to subsist any Security Interest over any Charged Asset, nor do anything else prohibited by Clause 20.3(b) (*Negative pledge*) of the Senior Facility Agreement, or Clause 18.3(b) (*Negative Pledge*) of the Mezzanine Facility Agreement except as permitted by each clause.

7 Disposal

The Chargor shall not (nor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Charged Asset, except as permitted by Clause 20.3(a) (*Disposals*) of the Senior Facility Agreement and Clause 18.3(a) (*Disposals*) of the Mezzanine Facility Agreement and, in the case of Dividends, as permitted by Clause 9.5 (*Dividends before enforcement*) of the Charge.

8 Further Assurance

The Chargor shall promptly do whatever the Security Agent reasonably requires:

- (a) to perfect or protect the Charges or the priority of the Charges (including the execution and/or delivery to the Security Agent of such documents relating to the Charged Assets as are reasonably required by the Security Agent);
- (b) to facilitate the realisation of the Charged Assets or the exercise of any rights vested in the Security Agent or any Receiver; or
- (c) convert any first fixed equitable charge over Real Property (subject to the Charges in Clause 3(a) of the Charge) to a legal mortgage upon the occurrence of an Enforcement Event that is continuing,

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Assets (whether to the Security Agent or its nominees or otherwise), making any registration and giving any notice, order or direction.

Short particulars of all the property mortgaged or charged

Note (2): In this Form, except to the extent that the context requires otherwise:

"Accession Document" means an agreement substantially in the form set out in Schedule 7 (*Accession Document*) of the Senior Facility Agreement or Schedule 7 (*Accession Document*) of the Mezzanine Facility Agreement under which a Group Company becomes a Borrower and/or, as the case may be, a Guarantor and becomes a party to the Intercreditor Agreement.

"Acquisition Facility" means the capex and acquisition facility made available by the Lenders to the Borrowers under Clause 2.1(e) (*Facilities*) of the Senior Facility Agreement by way of cash advances.

"Acquisition Facility Additional Portion" means the increased part of the Acquisition Facility made available by the Additional Portion Acquisition Lenders.

"Acquisition Lenders" has the meaning given to it in the Senior Facility Agreement.

"Additional Acquisition Commitment" means:

- (a) in relation to a Lender identified in Schedule 1 (*The Original Lenders*) of the Senior Facility Agreement, the amount set opposite its name under the heading "Additional Acquisition Commitment" and the amount of any other Additional Acquisition Commitment transferred to it under the Senior Facility Agreement or allocated to it in accordance with Clause 3.4 (*Confirmation of Consolis Commitments*) of the Senior Facility Agreement; or
- (b) in relation to any other Lender, the amount of any Additional Acquisition Commitment transferred to it under the Senior Facility Agreement or allocated to it in accordance with Clause 3.4 (*Confirmation of Consolis Commitments*) of the Senior Facility Agreement,

to the extent not cancelled, reduced or transferred by it under the Senior Facility Agreement.

"Additional Portion Acquisition Lender" has the meaning given to it in the Senior Facility Agreement.

"Additional Portion Revolving Lender" has the meaning given to it in the Senior Facility Agreement.

"Additional Revolving Commitment" means:

- (a) in relation to a Lender identified in Schedule 1 (*The Original Lenders*) of the Senior Facility Agreement, the amount set opposite its name under the heading "Additional Revolving Commitment" and the amount of any other Additional Revolving Commitment transferred to it under the Senior Facility Agreement or allocated to it in accordance with Clause 3.4 (*Confirmation of Consolis Commitments*) of the Senior Facility Agreement; or
- (b) in relation to any other Lender, the amount of any Additional Revolving Commitment transferred to it under the Senior Facility Agreement or allocated to it in accordance with Clause 3.4 (*Confirmation of Consolis Commitments*) of the Senior Facility Agreement,

to the extent not cancelled, reduced or transferred by it under the Senior Facility Agreement.

"Administrator" means an administrator appointed under Schedule B1 to the Insolvency Act 1986.

"Affiliate" means a Subsidiary or a Holding Company of another person or any other Subsidiary of a Holding Company of that other person.

"Ancillary Documents" means any Ancillary Facility Letters and all other documents and agreements made by an Ancillary Lender and any Group Company in connection with the Ancillary Facilities.

Short particulars of all the property mortgaged or charged

"Ancillary Facilities" means working capital facilities made available by an Ancillary Lender under an Ancillary Facility Letter in accordance with Clause 6 (*Ancillary Facilities*) of the Senior Facility Agreement.

"Ancillary Facility Letter" means any facility letter entered into by an Ancillary Lender and one or more Revolving Borrowers in accordance with Clause 6 (*Ancillary Facilities*) of the Senior Facility Agreement.

"Ancillary Lender" means a Lender which has agreed to make available Ancillary Facilities under an Ancillary Facility Letter (until all amounts outstanding under those Ancillary Facilities have been discharged and it no longer makes those Ancillary Facilities available).

"Arranger" means CIBC World Markets plc (in its capacity as arranger of the Senior Facility Agreement and/or the Mezzanine Facility Agreement).

"Arrangement Fee Letter" means the fees letter from the Arranger to the Parent in relation to the underwriting and arrangement fees payable to the Arranger in respect of the Senior Facilities.

"Bank Accounts" of the Chargor means all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts.

"Bank Guarantee" means a guarantee (including a first demand guarantee) or letter of credit issued by an Issuing Lender under the Revolving Facility in a form agreed by the Parent, the Senior Agent and the relevant Issuing Lender.

"Bonna Sabla Facility" means the term loan facility made available by the Lenders under Clause 2.1(a) (*Facilities*) of the Mezzanine Facility Agreement.

"Book Debts" of the Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security Interests, guarantees and indemnities of any kind.

"Borrowers" means the Parent as the Original Borrower and each other Group Company which becomes a borrower in accordance with clause 18.2 (*Additional Borrowers*) of the Senior Facility Agreement.

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets.

"Charges" means all or any of the Security Interests created or expressed to be created by or pursuant to the Charge.

"Completion Date Obligors" means those companies listed in Part III of Schedule 2 (*Completion Date Obligors*) of the Senior Facility Agreement as Borrowers and/or Guarantors.

"Consolis" means Consolis Oy Ab a limited liability company incorporated in Finland with the Business ID 1108263-8.

"Consolis Acquisition" means the acquisition of Consolis by Finnishco, as described in the Consolis Structure Document, and in respect of which the conditions set out in or referred to in Clause 4.8 (*Conditions precedent to Drawings under the Consolis Facilities*) (as amended and/or waived) of the Senior Facility Agreement have been satisfied.

"Consolis Arrangement Fee Letter" means the fee letter in the agreed form from the Arranger to the Parent in relation to the arrangement fees payable to the Arranger in respect of the Consolis Facilities, the Acquisition Facility Additional Portion and the Revolving Facility Additional Portion.

"Consolis Commitments Schedule" has the meaning given to it in the Senior Facility Agreement.

Short particulars of all the property mortgaged or charged

"Consolis Facilities" means the Consolis Term A Facility, Consolis Term B Facility and Consolis Term C Facility.

"Consolis Facilities Confirmation Date" has the meaning given to it in the Senior Facility Agreement.

"Consolis Facility" means the term loan facility made available by the Lenders under Clause 2.1(b) (*Facilities*) of the Mezzanine Facility Agreement.

"Consolis Fee Letters" means the Consolis Arrangement Fee Letter and the Consolis Senior Agency Fee Letter.

"Consolis Hedging Letter" means the letter in the agreed form between the Parent and the Arranger setting out the interest rate hedging strategy of the Parent and the Borrowers in respect of the Consolis Facilities.

"Consolis Lenders" has the meaning given to it in the Senior Facility Agreement.

"Consolis Senior Agency Fee Letter" means the senior agency fee letter in the agreed form from the Facility Agent to the Parent in relation the agency fees payable to the Facility Agent in respect of the Consolis Facilities, the Additional Acquisition Commitments and the Additional Revolving Commitments.

"Consolis Structure Document" means the structuring and tax memorandum prepared by White and Case LLP in relation to the Consolis Acquisition in the approved form.

"Consolis Term A Facility" has the meaning given to it in the Senior Facility Agreement.

"Consolis Term B Facility" has the meaning given to it in the Senior Facility Agreement.

"Consolis Term C Facility" has the meaning given to it in the Senior Facility Agreement.

"Delegate" means a delegate or sub-delegate appointed under Clause 8.2 (*Delegation*) of the Charge.

"Derivative Instrument" means any forward rate agreement, option, swap, cap, floor, any combination or hybrid of the foregoing and any other financial derivative agreement.

"Distribution Letter" means the distribution letter from the Arranger to the Parent dated on or about the date of the Senior Facility Agreement as amended, supplemented or replaced in connection with the Consolis Acquisition.

"Dividends" means, in relation to any share, all present and future:

- (a) dividends and distributions of any kind and any other sum received or receivable in respect of that share;
- (b) rights, shares, money or other assets accruing or offered by way of redemption, bonus, option or otherwise in respect of that share;
- (c) allotments, offers and rights accruing or offered in respect of that share; and
- (d) other rights and assets attaching to, deriving from or exercisable by virtue of the ownership of, that share.

"Enforcement Event" means an Event of Default under the Senior Facility Agreement or under (and as defined in) the Mezzanine Facility Agreement that has occurred and is continuing.

"Drawing" means a utilisation by a Borrower of a Senior Facility.

"Facility Agent" means CIBC World Markets plc.

Short particulars of all the property mortgaged or charged

"Fee Letters" means the Arrangement Fee Letter, the Senior Agency Fee Letter, the Mezzanine Arrangement Fee Letter and the Mezzanine Agency Fee Letter.

"Finance Documents" means the Senior Finance Documents and the Mezzanine Finance Documents.

"Finance Parties" means the Arranger, each Agent, each Lender, each Issuing Lender, and each Hedging Lender and **"Finance Party"** means any of them.

"Finnishco" means a wholly-owned direct Subsidiary of the Parent incorporated in Finland.

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus.

"Group Company" means a member of the group composed of the Parent and its Subsidiaries from time to time (the **"Group"**).

"Guarantors" means the Parent, as the Original Guarantor, each Completion Date Obligor and each other Group Company which becomes a guarantor in accordance with Clause 18.4 (*Additional Guarantors*) of the Senior Facility Agreement or otherwise in accordance with the terms of the Senior Facility Agreement.

"Hedging Agreements" means Derivative Instruments entered into with the Hedging Lenders for the purpose of managing or hedging currency and/or interest rate risk in relation to the Term Facilities in accordance with this agreement and the Intercreditor Agreement.

"Hedging Lender" means a Lender (or an Affiliate of a Lender) in its capacity as provider of currency and/or interest rate hedging under any Hedging Agreement.

"Hedging Letter" means the letter dated on or around the date of the Senior Facility Agreement between the Parent and the Arranger setting out the interest rate hedging strategy of the Parent and the Borrowers.

"Holding Company" means, in relation to any body corporate, any other body corporate of which it is a Subsidiary.

"Insurances" of the Chargor means all contracts and policies of insurance of any kind (excluding any third party or product liability insurance) now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest.

"Intercreditor Agreement" means the intercreditor agreement dated the 23 August 2005 (as amended and restated on 5 October 2005 and 28 October 2005) between, among others, Sinclair SAS as the Parent, CIBC World Markets plc as the Senior Agent, the Security Agent and the Lenders (as defined in that agreement) as may be further amended, varied, novated or supplemented from time to time.

"Intellectual Property" of the Chargor means all trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which it now or in the future owns or (to the extent of its interest) in which it now or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same).

"Investments" of the Chargor means:

- (a) securities and investments of any kind (including Shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit);

Short particulars of all the property mortgaged or charged

- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments;
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person); and
- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest.

"Issuing Lender" means any Lender referred to in Clause 5.7(c) (*Issue of Bank Guarantees*) of the Senior Facility Agreement in its capacity as issuer of any Bank Guarantee in accordance with Clause 5.7 (*Issue of Bank Guarantees*) of the Senior Facility Agreement.

"Lenders" means the Term Lenders and the Revolving Lenders.

"Mezzanine Agency Fee Letter" means the mezzanine agency fee letter from the Mezzanine Agent to the Borrower in relation to the agency fees payable to the Mezzanine Agent in respect of the Mezzanine Facility.

"Mezzanine Agent" means CIBC World Markets plc (in its capacity as agent for the Lenders under the Mezzanine Facility Agreement).

"Mezzanine Arrangement Fee Letter" means the fees letter from the Arranger to the Borrower in relation to the underwriting and arrangement fees payable to the Arranger in respect of the Mezzanine Facility.

"Mezzanine Creditors" means:

- (a) the Arranger (as defined in the Mezzanine Facility Agreement);
- (b) the Mezzanine Agent;
- (c) the Mezzanine Lenders; and
- (d) the Security Agent,

and **"Mezzanine Creditor"** means any of them.

"Mezzanine Facility" means the Bonna Sabla Facility or the Consolis Facility.

"Mezzanine Facility Agreement" means the mezzanine facility agreement dated the 23 August 2005 (as amended and restated on 5 October 2005 and 28 October 2005) between, among others, Sinclair SAS as Borrower, CIBC World Markets plc as Arranger, Security Agent and Mezzanine Agent and the Lenders named in that agreement as may be further amended, varied, novated or supplemented from time to time.

"Mezzanine Finance Documents" means the Mezzanine Facility Agreement, each Security Document, the Intercreditor Agreement, each Hedging Agreement, each Accession Document, each Transfer Certificate, the Fee Letters, the Consolis Commitments Schedule, the Consolis Fee Letters, the Consolis Hedging Letter, the Distribution Letter, the Hedging Letter and any other document designated as a Mezzanine Finance Document by the Borrower and the Mezzanine Agent.

Short particulars of all the property mortgaged or charged

"Mezzanine Lender" means:

- (a) a bank or financial institution or other person named in Part B of Schedule 1 (*Lenders*) of the Intercreditor Agreement (unless it has ceased to be a party hereto in accordance with the terms hereof); or
- (b) a bank or financial institution or other person which has become (and remains) a party hereto as a Mezzanine Lender in accordance with the provisions of Clause 12.5 (*New Creditors*) of the Intercreditor Agreement and in accordance with the provisions of the Mezzanine Facility Agreement.

"Obligors" means the Parent, each Borrower and each Guarantor.

"Parent" means Sinclair SAS.

"Real Property" means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon).

"Receiver" means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver.

"Revolving Borrower" means a Borrower to whom a Drawing under the Revolving Facility is made or to be made.

"Revolving Facility" means the revolving credit facility made available by the Revolving Lenders to the Borrowers under Clause 2.1(f) (*Facilities*) of the Senior Facility Agreement.

"Revolving Facility Additional Portion" means the increased part of the Revolving Facility made available by the Additional Portion Revolving Lenders.

"Revolving Lenders" means:

- (a) the persons identified in Schedule 1 (*The Original Lenders*) of the Senior Facility Agreement as participating in the Revolving Facility (including, with effect from the Consolis Facilities Confirmation Date the Additional Portion Revolving Lenders); and
- (b) each Transferee which has become a party to this agreement in relation to the Revolving Facility in accordance with Clause 27 (*Changes to Parties*) of the Senior Facility Agreement (including with effect from the Consolis Facilities Confirmation Date, the Additional Portion Revolving Lenders),

in each case until its entire participation in the Revolving Facility has been transferred to a Transferee in accordance with Clause 27 (*Changes to Parties*) and all amounts owing to it under the Senior Finance Documents in relation to the Revolving Facility have been paid in full.

"Secured Creditors" means the Senior Creditors and the Mezzanine Creditors.

"Security" 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.

"Security Documents" means each of the security documents creating, evidencing or granting a Security Interest in favour of any Finance Party in relation to the obligations of any Obligor under any Senior Finance Document or any Mezzanine Finance Document.

"Security Interest" means any mortgage, charge (fixed or floating), pledge, lien, right of set-off, assignment by way of security, reservation of title, any other security interest or any other agreement

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or arrangement (including a sale and repurchase arrangement) having the commercial effect of conferring security.

"Senior Agent" means CIBC World Markets plc (in its capacity as agent for the Lenders under the Senior Facility Agreement.

"Senior Agency Fee Letter" means the senior agency fee letter from the Senior Agent to the Parent in relation to the agency fees payable to the Senior Agent in respect of the Senior Facilities.

"Senior Creditors" means:

- (a) the Arranger;
- (b) the Senior Agent;
- (c) the Senior Lenders;
- (d) the Issuing Lenders;
- (e) the Security Agent; and
- (f) the Hedging Lenders,

and **"Senior Creditor"** means any of them.

"Senior Facilities" means the Term Facilities, the Revolving Facility and the Acquisition Facility.

"Senior Facility Agreement" means the facility agreement dated 2 August 2005 as amended and restated on 23 August 2005, 5 October 2005 and 28 October 2005 between Sinclair SAS as the Parent, CIBC World Markets plc as Arranger, Senior Agent, Security Agent and the Lenders named in that agreement.

"Senior Finance Documents" means the Senior Facility Agreement, each Ancillary Document, each Security Document, the Intercreditor Agreement, each Hedging Agreement, each Accession Document, each Transfer Certificate, the Consolis Commitments Schedule, the Fee Letters, the Consolis Fee Letters, the Consolis Hedging Letter, the Distribution Letter, the Hedging Letter and any other document designated as a Senior Finance Document by the Parent and the Senior Agent.

"Senior Lenders" means:

- (a) a bank or financial institution or other person named in Part A of Schedule 1 (*Lenders*) of the Intercreditor Agreement (unless it has ceased to be a party hereto in accordance with the terms hereof); or
- (b) a bank or financial institution or other person which has become (and remains) a party hereto as a Senior Lender in accordance with the provisions of Clause 12.5 (*New Creditors*) of the Intercreditor Agreement and in accordance with the provisions of the Senior Facility Agreement.

"Shares" means, in each case now or in the future owned by the Chargor or (to the extent of its interest) in which the Chargor now or in the future has an interest:

- (a) all securities and investments of any kind (including all of the issued share capital and common stock);
- (b) all warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments; and

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- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person).

"Subsidiary" means in relation to any person, any entity which is controlled directly or indirectly by that person and any entity (whether or not so controlled) treated as a subsidiary in the latest financial statements of that person from time to time, and **"control"** for this purpose means the direct or indirect ownership of the majority of the voting share capital of such entity or the right or ability to direct management to comply with the type of material restrictions and obligations contemplated in this agreement or to determine the composition of a majority of the board of directors (or like board) of such entity, in each case whether by virtue of ownership of share capital, contract or otherwise.

"Term A Facility" means the Term A1 Facility and the Term A2 Facility.

"Term A Lenders" means the Term A1 Lenders and/or the Term A2 Lenders as the context requires.

"Term A1 Facility" means the term loan facility made available by the Term A1 Lenders under Clause 2.1(a) (*Facilities*) of the Senior Facility Agreement.

"Term A1 Lenders" means:

- (a) the parties identified in Schedule 1 (*The Original Lenders*) of the Senior Facility Agreement as participating in the Term A1 Facility; and
- (b) each person which has become a party to the Senior Facility Agreement in relation to the Term A1 Facility in accordance with Clause 27 (*Changes to Parties*) of the Senior Facility Agreement,

in each case until its entire participation in the Term A1 Facility has been transferred in accordance with Clause 27 (*Changes to Parties*) of the Senior Facility Agreement and all amounts owing to it thereunder in relation to the Term A1 Facility have been paid in full.

"Term A2 Facility" means the term loan facility made available by the Term A2 Lenders under Clause 2.1(b) (*Facilities*) of the Senior Facility Agreement.

"Term A2 Lenders" means:

- (a) the parties identified in Schedule 1 (*The Original Lenders*) of the Senior Facility Agreement as participating in the Term A2 Facility; and
- (b) each person which has become a party to this agreement in relation to the Term A2 Facility in accordance with Clause 27 (*Changes to Parties*) of the Senior Facility Agreement,

in each case until its entire participation in the Term A2 Facility has been transferred in accordance with Clause 27 (*Changes to Parties*) of the Senior Facility Agreement and all amounts owing to it thereunder in relation to the Term A2 Facility have been paid in full.

"Term B Facility" means the term loan facility made available by the Term B Lenders under Clause 2.1(c) (*Facilities*) of the Senior Facility Agreement.

"Term B Lenders" means:

- (a) the persons identified in Schedule 1 (*The Original Lenders*) of the Senior Facility Agreement as participating in the Term B Facility; and

Short particulars of all the property mortgaged or charged

- (b) each person which has become a party to this agreement in relation to the Term B Facility in accordance with Clause 27 (*Changes to Parties*) of the Senior Facility Agreement,

in each case until its entire participation in the Term B Facility has been transferred in accordance with Clause 27 (*Changes to Parties*) of the Senior Facility Agreement and all amounts owing to it thereunder in relation to the Term B Facility have been paid in full.

"Term C Facility" means the term loan facility made available by the Term C Lenders under Clause 2.1(d) (*Facilities*) of the Senior Facility Agreement.

"Term C Lenders" means:

- (a) the parties identified in Schedule 1 (*The Original Lenders*) of the Senior Facility Agreement as participating in the Term C Facility; and
- (b) each person which has become a party to this agreement in relation to the Term C Facility in accordance with Clause 27 (*Changes to Parties*) of the Senior Facility Agreement,

in each case until its entire participation in the Term C Facility has been transferred in accordance with Clause 27 (*Changes to Parties*) of the Senior Facility Agreement and all amounts owing to it under the Senior Finance Documents in relation to the Term C Facility have been paid in full.

"Term Facilities" means the Term A Facility, the Term B Facility, the Term C Facility, the Consolis Facilities and the Acquisition Facility.

"Term Lenders" the Term A Lenders, the Term B Lenders, the Term C Lenders, the Acquisition Lenders and, as from the Consolis Facilities Confirmation Date, the Consolis Lenders.

"Transfer Certificate" means a certificate substantially in the form set out in Schedule 6 (*Transfer Certificate*) of the Senior Facility Agreement or Schedule 6 (*Transfer Certificate*) of the Mezzanine Facility Agreement together with such other changes as the Parent and the Facility Agent shall agree.

"Transferee" has the meaning given to it in Clause 27.2(a) (*Transfers by Lenders*) of the Senior Facility Agreement.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02263795

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND FLOATING DEBENTURE DATED THE 15th NOVEMBER 2005 AND CREATED BY STANTON BONNA CONCRETE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANY SECURED CREDITOR 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 23rd NOVEMBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th NOVEMBER 2005.

C. ar



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES