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COMPANIES FORM 'No. 395'

Particulars of a mortgage or charge

219254/247

395

A fee of £13 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

[7][][][][][]

02806007

Name of company

* Lupus Capital plc (the **Chargor**)

Date of creation of the charge

30 June 2009

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

Security deed between the **Chargor** and the **Security Agent** (as defined below) dated 30 June 2009 (the **Deed**).

Amount secured by the mortgage or charge

The Jasper Secured Liabilities and the Schlegel Secured Liabilities (the **Secured Liabilities**).

(All capitalised terms have the meaning given to them in the continuation sheets to this Form 395)

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

Bank of Scotland PLC (the **Security Agent**) on trust for the Secured Creditors (as defined below), The Mound, Edinburgh

Postcode EH1 1YZ

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

Allen & Overy LLP
40 Bank Street
London E14 5DU

GTB/MMV/43278-00303/11675371

Time critical reference

For official Use (02/06)

Mortgage Section

Post room

THURSDAY



A33

AVYOIBEY

09/07/2009

84

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see the continuation sheets attached to this Form 395.

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

Allen + Overy LLP

Date

08/07/09

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [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

Name of company

*insert full name
of Company

* Lupus Capital plc (the Chargor)

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 descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

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

1.1 General

(a) All the security created under the Deed:

- (i) has been created in favour of the Security Agent;
- (ii) has been created over present and future assets of the Chargor;
- (iii) is security for the payment, discharge and performance of all the Secured Liabilities; and
- (iv) has been made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

(b) The Security Agent holds the benefit of the Deed on trust for the Secured Creditors.

1.2 Shares

The Chargor has charged by way of a first fixed charge:

- (a) all the Shares; and
- (b) all Related Rights.

1.3 Escrow Account

The Chargor has charged by way of a first fixed charge all of its rights in respect of any amount standing to the credit of the Escrow Account and the debt represented by it.

Name of company

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* Lupus Capital plc (the Chargor)

In this form 395:

Account Bank means Bank of Scotland plc;**Agent** means:

- (a) the Jasper Facility Agent;
- (b) the Schlegel Facility Agent; or
- (c) the Security Agent.

Escrow Account means the bank account in the name of the Chargor held with the Account Bank designated "Mgr Obl Lupus Capital Plc" and with account number "06083296" and sort code "120565" and includes:

- (a) if there is a change of Account Bank, any account into which all or part of a credit balance from the Escrow Account is transferred; and
- (b) any account which is a successor to the Escrow Account on any re-numbering or re-designation of accounts and any account into which all or part of a balance from the Escrow Account is transferred for investment or administrative purposes;

Hedge Counterparties means Bank of Scotland plc, HSBC Bank plc and The Royal Bank of Scotland plc;**Intercreditor Deed** means the intercreditor deed dated 30 June 2009 between (among others) the Parent, the Original Jasper Lenders, the Original Schlegel Lenders and the Security Agent;**Issuing Bank** means:

- (a) each of Bank of Scotland plc, HSBC Bank plc and The Royal Bank of Scotland plc in relation to the Jasper Credit Agreement; and
- (b) each of Bank of Scotland plc and HSBC Bank plc in relation to the Schlegel Credit Agreement;

Jasper Credit Agreement means the US\$230,040,000 term and revolving credit facility agreement dated 19 March 2007 (as amended and restated on 26 April 2007, as further amended and restated on 30 June 2009 and as amended from time to time) made between, inter alia, the Parent, the Jasper Original Borrower and the Jasper Facility Agent;**Jasper Facility Agent** means Bank of Scotland plc;**Jasper Finance Document** means a Finance Document as defined in the Jasper Credit Agreement;**Jasper Finance Party** means a Finance Party as defined in the Jasper Credit Agreement;**Jasper Obligor** means an Obligor as defined in the Jasper Credit Agreement;**Jasper Original Borrower** means Jasper Acquisition Holdings Limited (a company registered in England and Wales with registered number 06078798);**Jasper Secured Liabilities** means all present and future obligations and liabilities (whether actual or contingent and whether owned jointly or severally or in any other capacity whatsoever) of any Jasper Obligor owed to any Jasper Finance Party under the Jasper Finance Documents except for any obligation which, if it were so included,

Name of company

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* Lupus Capital plc (the Chargor)

would result in the Deed contravening Section 151 of the Companies Act 1985;

Original Jasper Lenders means Allied Irish Banks, p.l.c., Bank of Scotland plc, Europe Arab Bank plc, HSBC Bank plc, The Royal Bank of Scotland plc and Wachovia Bank, National Association;

Original Schlegel Lenders means Bank of Scotland plc and HSBC Bank plc;

Parent means Lupus Capital PLC;

Related Rights means:

- (a) any dividend, interest or other distribution paid or payable in relation to any Shares; and
- (b) any right, money or property accruing or offered at any time in relation to any Shares by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

Schlegel Credit Agreement means the £25,000,000 term and revolving credit facility dated 3 March 2006 (as amended and restated on 28 March 2006, as amended on 7 August 2006, as further amended and restated on 13 August 2008 and on 30 June 2009 and as further amended and restated from time to time) made between, inter alia, the Parent, the Schlegel Original Borrower and the Schlegel Facility Agent;

Schlegel Facility Agent means Bank of Scotland plc;

Schlegel Finance Document means a Finance Document as defined in the Schlegel Credit Agreement;

Schlegel Finance Party means a Finance Party as defined in the Schlegel Credit Agreement;

Schlegel Obligor means an Obligor as defined in the Schlegel Credit Agreement;

Schlegel Original Borrower means Schlegel Acquisition Holdings Limited (a company registered in England and Wales with registered number 05686572);

Schlegel Secured Liabilities 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 any Schlegel Obligor owed to any Schlegel Finance Party under the Schlegel Finance Documents except for any obligation which, if it were so included, would result in the Deed contravening Section 151 of the Companies Act 1985;

Secured Creditors means each of:

- (a) the Original Jasper Lenders;
- (b) the Original Schlegel Lenders;
- (c) the Hedge Counterparties;
- (d) the Issuing Banks;
- (e) the Agents; and
- (f) any person who becomes a Secured Creditor after the date of, and in accordance with, the Intercreditor Deed; and

Shares means the shares specified in Schedule 1 to the Deed.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2806007
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY DEED DATED 30 JUNE
2009 AND CREATED BY LUPUS CAPITAL PLC FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM ANY JASPER
OBLIGOR TO ANY JASPER FINANCE PARTY AND ALL MONIES
DUE OR TO BECOME DUE FROM ANY SCHLEGEL OBLIGOR TO
ANY SCHLEGEL FINANCE PARTY 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 9 JULY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 JULY 2009



Companies House
— for the record —

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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES