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CHFP041

Please do not
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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.

395

426855/26.

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number

4

4039888

Name of company

*Westway Cooling Ltd. (the "Chargor")

Date of creation of the charge

17 June 2009

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

Cross-Guarantee and Debenture (the "Debenture")

Amount secured by the mortgage or charge

See Part 1 of the attached Schedule and the definitions set out in Part 3 of the attached Schedule.

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

Maven Capital Partners UK LLP (company number: OC339387) as agent and security trustee whose registered office is at St James's House, 7 Charlotte Street, Manchester (the "Security Trustee")

Postcode M1 4DZ

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

Osborne Clarke (ref:
CDR/0934770)
Apex Plaza, Forbury Road
Reading
Berkshire RG1 1AX
~~DX 117882 - READING~~

Time critical reference

For official use (02/2006)

Mortgage Section

Post room

THURSDAY



A09

A2TXLB0Y

25/06/2009

333

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see Part 2 of the attached Schedule and the definitions in Part 3 of the attached Schedule.

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

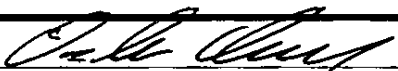
A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† Delete as appropriate

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date 23rd June 2004

On behalf of [company] [mortgagee/chargee] †

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 are to be made payable to Companies House.
6. The address of the Registrar of Companies is:- Companies House, Crown Way, Cardiff CF4 3UZ.

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(company number: 4039888)

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Part 1 – Amount Secured by the mortgage or charge

1. Under clause 2.1 of the Debenture, the Chargor has covenanted with the Security Trustee that it will on demand pay to the Security Trustee or discharge, as the case may be, all the Secured Liabilities when the Secured Liabilities become due.
2. Under clause 3 of the Debenture, the Chargor shall pay to the Security Trustee interest on the Secured Liabilities (after as well as before any demand made or judgment obtained or the liquidation or administration of the Chargor) at the rates and upon the terms from time to time agreed with the Security Trustee upon such days as the Security Trustee may from time to time determine and such interest shall be compounded in the event of it not being punctually paid with quarterly rests but without prejudice to the right of the Security Trustee to require payment of such interest when due.
3. Under clause 13.1 of the Debenture, the Chargor shall on demand pay to the Security Trustee or the Receiver, as the case may be, and discharge all Costs payable by it pursuant to the Debenture on a full and unlimited indemnity basis, together with interest at the Default Rate calculated in accordance with clause 3 (Interest) of the Debenture from the date the relevant Cost was expended, incurred or suffered (whichever is the earlier) by the Security Trustee or the Receiver, as the case may be, until full discharge of such Cost.

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Part 2 – Short particulars of property mortgaged or charged

1. The security created under the Debenture is continuing security for the payment and discharge of the Secured Liabilities and is created in favour of the Security Trustee as agent and trustee, and the Security Trustee holds the benefit of the Debenture on trust, for the Loan Note Holders.
2. Under clause 4 of the Debenture the Chargor with full title guarantee charges (subject to the rights of any prior chargee) to the Security Trustee or assigns to the Security Trustee (as the case may be) the property set out below in the manner set out below (The assignment set out below is an absolute assignment for the purposes of Section 136 of the LPA (Legal assignments of things in action) and is not made by way of charge only):
 - (a) By way of fixed charge the Property and all rights relating to such Property.
 - (b) By way of fixed charge, its Book Debts.
 - (c) By way of absolute legal assignment, its Contracts.
 - (d) By way of fixed charge the Intellectual Property owned, possessed or controlled by the Chargor.
 - (e) By way of fixed charge, its Plant and Machinery.
 - (f) The Chargor charges, with full title guarantee by way of fixed charge, the Securities.
 - (g) By way of fixed charge, all the goodwill and uncalled capital for the time being of the Chargor.
 - (h) By way of floating charge, all the undertaking and assets of the Chargor whatsoever, wherever situate, whether movable, immovable, present or future (including, without limitation, its uncalled capital for the time being and all the undertaking and assets of the Chargor referred to above which are, for any reason, not validly charged or assigned pursuant to clauses 4.3 (Property) to 4.9 (Goodwill) (inclusive) (see 2 (a) to (g) above) of the Debenture.
3. The floating charge created under clause 4.10 (Floating Charge) of the Debenture (see 2 (h) above) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

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4. Under clause 6 of the Debenture the Chargor shall forthwith, at any time if so required by the Security Trustee, at its own expense execute and deliver to the Security Trustee such further legal or other mortgages, charges, assignments, securities, authorities and documents as the Security Trustee may in its discretion require of the whole or such part of its Charged Property as the Security Trustee may specify, in such form as the Security Trustee may in its discretion require, to secure the payment or discharge of the Secured Liabilities, including, without limitation, in order to vest the whole or such part of the Charged Property in the Security Trustee, the nominee of the Security Trustee or in any purchaser from the Security Trustee or the Receiver; pending the execution and delivery of any such assignments, hold such Charged Property upon trust for the Security Trustee subject to the provisions of the Debenture; and pending the execution and delivery of any such mortgages, charges, or other security, hold such Charged Property subject to the provisions of the Debenture.
5. Under clause 6 of the Debenture the Chargor shall not:
 - (a) create, purport to create or allow to subsist, any Security Interest over the whole or any part of its Charged Property except for any Permitted Security Interest;
 - (b) convey, assign, transfer, or agree to convey, assign or transfer the whole or any part of its Charged Property;
 - (c) permit or agree to any variation of the rights attaching to the whole or any part of its Charged Property;
 - (d) do, cause or permit to be done anything which may in the opinion of the Security Trustee, in any way depreciate, jeopardise or otherwise prejudice the value to the Security Trustee (whether monetary or otherwise) of the whole or any part of its Charged Property;
 - (e) release, exchange, compound, set off, grant time or indulgence in respect of, or in any other manner deal with, all or any of its Book Debts save as expressly provided in the Debenture;
 - (f) take any steps for the appointment of an Administrator without giving to the Security Trustee 5 Business Days' notice of intention to do so; and
 - (g) none of the foregoing provisions in clause 8 of the Debenture shall be construed as limiting any powers exercisable by any Receiver appointed by the Security Trustee hereunder and being an agent of the Chargor.
6. Under clause 21.1 of the Debenture the Chargor irrevocably appoints, by way of security the Security Trustee, each person deriving title from the Security Trustee and the Receiver, jointly and severally to be its attorney (with full power to appoint substitutes and to sub delegate) for it, in its name, on its behalf and as its act and deed or otherwise to sign or execute any deed or document or do any act or thing which each the Chargor is, or may become, obliged to sign, execute or do pursuant to the Debenture or which the Security Trustee, the Receiver or any person deriving title from the Security Trustee or the Receiver may in the discretion of such

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person think fit in connection with the exercise of any of the powers of such person or the realisation of any security constituted by the Debenture. Without prejudice to the generality of the foregoing, the Chargor unconditionally undertakes to the Security Trustee, and separately to the Receiver and to each person deriving title from the Security Trustee or the Receiver, that it shall ratify and confirm anything done or purported to be done by any attorney appointed pursuant to clause 21 of the Debenture.

7. The Debenture is a continuing security to the Security Trustee regardless of any intermediate payment or discharge of the whole or any part of the Secured Liabilities and will not be prejudiced or affected by any act, omission or circumstance which, but for this clause, might affect or diminish its effectiveness.

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Part 3 - Definitions

"Administrator" means any administrator appointed pursuant to the Debenture.

"Book Debts" means:

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions), both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Chargor; and
- (b) the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets).

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for business in London.

"Charged Property" means the whole or any part of the property, assets, income and undertaking of the Chargor from time to time mortgaged, charged or assigned to the Security Trustee pursuant to the Debenture.

"Companies" means MC440 Limited (company number: 6635884) whose registered office is at Unit 11, Metropolitan Centre, Derby Road, Greenford, Middlesex UB6 8UJ and the Chargor.

"Contracts" means all of the Chargor's rights, title, interest and benefit in and to any contract in respect of the whole or any part of the Charged Property to which the Chargor is a party.

"Costs" means all costs, charges or expenses of whatsoever nature (including, without limitation, legal fees) including, without limitation, disbursements and any Value Added Tax to be charged on such costs, charges, expenses and disbursements.

"Derivative Assets" means all stocks, shares, warrants or other securities, rights, dividends, interest or other property (whether of a capital or income nature) accruing, offered, issued or deriving at any time by way of dividend, bonus, redemption, exchange, purchase, substitution, conversion, consolidation, subdivision, preference, option or otherwise attributable to any of the Securities, Shares or any Derivative Assets previously described.

"Fixtures" means all assets of whatsoever nature, apart from land and buildings, forming part of any freehold or leasehold property owned by the Chargor and deemed by law to be immovable property other than tenant's fixtures.

"Intellectual Property" means all subsisting patents and subsisting rights of a similar nature held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents, registered and unregistered trade marks, registered and unregistered service marks, registered designs, utility models (in each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of

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the world, inventions, confidential information, Know-how, business names, trade names, brand names, copyright and rights in the nature of copyright, design rights and get-up and any similar rights existing in any country; and the benefit (subject to the burden) of any and all agreements, arrangements and licences in connection with any of the foregoing.

"Know-how" means all the body of knowledge, technical experience, expertise and skills, technical processes, secret processes, formulae and technical information held by the Chargor and relating to its business, which is not in the public domain.

"Loan Note Documents" means the Debenture, the Loan Notes, the Loan Note Instrument and any document entered into pursuant to or in connection with the Loan Notes or the Loan Note Instrument from time to time, as amended, varied, restated, supplemented, substituted, replaced or novated.

"Loan Note Instrument" means the £4,086,000 MC440 Limited Loan Stock 2009 constituted on or around the date of the Debenture.

"Loan Note Holders" means the holders of the Loan Notes issued under the Loan Note Instrument and their successors or transferees from time to time as at the date of the Debenture as set out in Schedule 3 of the Debenture.

"Loan Notes" means the loan notes issued to the Loan Note Holders under the Loan Note Instrument.

"LPA" means the Law of Property Act 1925.

"Nominees" means the Security Trustee, any Loan Note Holder, their agents, nominees and any other person holding the Shares and the Derivative Assets on behalf of the Security Trustee from time to time.

"Occupational Leases" means all leasehold interests and other occupational rights whatsoever (including, without limitation, all licences and agreements for leases) in existence from time to time relating to the whole or any part of the Property, the immediate reversion to which is vested in the Chargor.

"Permitted Security Interest" means:

- (c) the security granted in favour of the Co-operative Bank Plc ("**the Bank**") on or around the date of the Debenture;
- (d) the security constituted by the Debenture; and
- (e) liens arising by operation of law in the ordinary course of business.

"Plant and Machinery" means all plant and machinery, equipment, fittings, installations and apparatus, tools, motor vehicles and all other such assets (other than Fixtures) whatsoever, wherever situate, which are now, or at any time after the date of the Debenture become, the property of the Chargor.

"Property" means all estates and other interests in any freehold, leasehold or other immovable property (including, without limitation, all Fixtures on such property) which are now, or at any time after the date of the Debenture become, the property of the Chargor, all proceeds of sale derived from

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such property and the benefit of all covenants to which such the Chargor is entitled in respect of such property.

"Receiver" means any receiver appointed pursuant to the Debenture including for the avoidance of doubt, a receiver and manager, a manager or an administrative receiver.

"Rights" means all of the Chargor's rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of all of the Chargor's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right (including, without limitation, all its rights, title and interest in any Occupational Lease, agreement for any Occupational Lease and any associated agreements which may be granted by the Chargor or any person deriving title from the Chargor from time to time over or in respect of the whole or any part of the Property and any other properties (freehold or leasehold) in which the Chargor has an interest).

"Secured Liabilities" means all moneys, debts and liabilities from time to time due, owing or incurred by any of the Companies to the Security Trustee and / or the Loan Note Holders pursuant to the Loan Note Documents in each case:

- (f) whether present or future;
- (g) whether alone or jointly with any other person;
- (h) whether actual or contingent;
- (i) whether as principal or as surety;
- (j) in whatsoever name, firm or style;
- (k) in whatsoever currency denominated; or
- (l) otherwise,

together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed and all commission, fees, costs (including, without limitation, legal fees) on a full indemnity basis and other charges.

"Securities" means all stocks, shares, loan notes, bonds, certificates of deposit, depositary receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of the Chargor, including, without limitation, any of the same specified in Schedule 2 (*The Shares*), together with all property and rights of the Chargor in respect of any account held by or for it as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere.

"Security Interest" means any mortgage, charge, assignment, pledge, lien, right of set-off, hypothecation, encumbrance, priority or other security interest (whether fixed or floating) including, without limitation, any **"hold-back"** or **"flawed asset"** arrangement together with any preferential right, retention of title, deferred purchase, leasing, sale or purchase, sale and leaseback arrangement,

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trust agreement, declaration of trust, trust arising by operation of law, any option or agreement for any of the same or any arrangement which has substantially the same commercial or substantive effect as the creation of security.

"Shares" means all stocks, shares and other securities of any kind whatsoever whether marketable or otherwise and all other interests including but not limited to loan capital of the Chargor both present and future in any company, firm, consortium or entity wheresoever situate.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4039888
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CROSS-GUARANTEE AND
DEBENTURE DATED 17 JUNE 2009 AND CREATED BY
WESTWAY COOLING LTD FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM ANY OF THE COMPANIES TO
MAVERN CAPITAL PARTNERS UK LLP (THE SECURITY
TRUSTEE) AND/OR THE LOAN NOTE HOLDERS 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
25 JUNE 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 JUNE 2009

pl 21



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES