

M

COMPANIES FORM No. 395

219254/247

Particulars of a mortgage or charge

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

04857257

Name of company

* LINDMAN GROUP LIMITED ("the **Company**")

Date of creation of the charge

30 June 2009

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

An English Security Deed dated 30 June 2009 ("the **Security Deed**") made between the Company as the chargor and the Security Trustee (as defined below).

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 in any other capacity whatsoever) of each Obligor (as defined below) to any Finance Party (as defined below) under each Finance Document (as defined below), except for any obligation which, if it were so included, would result in the Security Deed contravening Section 151 of the Companies Act 1985 (the "**Secured Liabilities**").

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

BANK OF SCOTLAND PLC ("the **Security Trustee**") as security trustee for the Secured Parties (as defined below), The Mound, Edinburgh

Postcode EH1 1YZ

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

Allen & Overy LLP
40 Bank Street
Canary Wharf
London
E14 5DU
GTB/MMV/43278-00303/11741961

Time critical reference

For official Use (02/06)

Mortgage Section

Post room

THURSDAY



A33

AVYOHBE

09/07/2009

85

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see continuation sheets.

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 ~~XXXXXXXXXXXXXXXXXX~~ [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

* LINDMAN GROUP LIMITED ("the Company")

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. CREATION OF SECURITY**1.1 General**

- (a) All the security created under the Security Deed:
- (i) has been created in favour of the Security Trustee;
 - (ii) has been created over present and future assets of the Company;
 - (iii) is security for the payment 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) If the rights of the Company under a document cannot be secured without the consent of a party to that document:
- (i) the Company must notify the Security Trustee promptly;
 - (ii) this Security will secure all amounts which the Company may receive, or has received, under that document but exclude the document itself; and
 - (iii) unless the Security Trustee otherwise requires, the Company must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under the Security Deed.
- (c) The Security Trustee holds the benefit of the Security Deed on trust for the Finance Parties.

Name of company

*insert full name
of Company

* LINDMAN GROUP LIMITED ("the Company")

1.2 Land

- (a) The Company has charged by way of a first legal mortgage the estates or interests in the freehold and leasehold property now owned by it and specified in Schedule 2 (Security Assets) to the Security Deed under its name under the heading "Real Property".
- (b) A reference in this paragraph to a mortgage or charge of any freehold or leasehold property includes:
- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Company in respect of that property or any moneys paid or payable in respect of those covenants.

1.3 Investments

- (a) The Company has charged by way of a first fixed charge all Group Shares (as defined below) legally or beneficially owned by it or held by any nominee on its behalf and all Related Rights (as defined below).
- (b) A reference in this paragraph to a charge of any stock, share, debenture, bond or other security includes:
- (i) any dividend or interest paid or payable in relation to it; and
 - (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

1.4 Plant and machinery

The Company has charged by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession.

1.5 Intellectual property

The Company has charged by way of a first fixed charge, all of its rights in respect of:

- (a) any Intellectual Property (as defined below); this includes the patents and trademarks specified in Schedule 2 (Security Assets) to the Security Deed under its name under the heading "Specific Intellectual Property Rights"; or
 - (b) any interest (including by way of licence) in any of the above,
- in each case whether registered or not and including all applications for the same.

Name of company

*insert full name
of Company

* LINDMAN GROUP LIMITED ("the Company")

1.6 Miscellaneous

The Company has charged by way of first fixed charge:

- (a) any beneficial interest, claim or entitlement it has in any pension fund;
- (b) its goodwill;
- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset (as defined below);
- (d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above; and
- (e) its uncalled capital.

1.7 Floating charge

- (a) The Company has charged by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this paragraph.
- (b) Except as provided below, the Security Trustee may by notice to the Company convert the floating charge created by the Company under this paragraph into a fixed charge as regards any of the Company's assets specified in that notice, if:
 - (i) an Event of Default (as defined below) is outstanding; or
 - (ii) the Security Trustee considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (c) The floating charge created by this paragraph may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,under section 1A of the Insolvency Act 1986.
- (d) The floating charge created by this paragraph will automatically convert into a fixed charge over all of the Company's assets if an administrator is appointed in respect of the Company or the Security Trustee receives notice of an intention to appoint an administrator in respect of the Company.
- (e) The floating charge created by this paragraph is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

2. RESTRICTIONS ON DEALINGS

The Company may not:

- (a) create or permit to subsist any Security Interest (as defined below) on any Security

Name of company

*insert full name
of Company

* LINDMAN GROUP LIMITED ("the Company")

Asset; or

(b) sell, transfer, license, lease or otherwise dispose of any Security Asset,
except as expressly allowed under the Credit Agreement.

3. CONTINUING SECURITY

This Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.

Definitions

In this Form 395:

"Accession Letter" means a document substantially in the form as set out in the Credit Agreement;

"Additional Borrower" means a company which becomes an Additional Borrower in accordance with the Credit Agreement;

"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with the Credit Agreement;

"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company;

"Agent" means Bank of Scotland plc;

"Ancillary Document" means each document relating to or evidencing the terms of an Ancillary Facility;

"Ancillary Facility" means any ancillary facility made available by an Ancillary Lender in accordance with the Credit Agreement;

"Ancillary Lender" means each Lender which (either directly itself or through an affiliated entity) makes available an Ancillary Facility under the Credit Agreement;

"Arranger" means Bank of Scotland plc, HSBC Bank plc and The Royal Bank of Scotland plc whether acting individually or together;

"Borrower" means the Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with the Credit Agreement;

"Charged Property" means all assets of the Obligors which from time to time are or are expressed to be, the subject of the Transaction Security;

"Compliance Certificate" means a certificate substantially in the form as set out in the Credit Agreement;

"Credit Agreement" means the US\$230,040,000 credit agreement dated 19 March 2007 as amended and restated on 26 April 2007 and on 30 June 2009 and as amended from time to time between

Name of company

*insert full name
of Company

* LINDMAN GROUP LIMITED ("the Company")

(among others) Lupus Capital plc, the Company, HSBC Bank plc, The Royal Bank of Scotland plc and Bank of Scotland plc;

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee;

"Event of Default" means any event or circumstance specified as such in the Credit Agreement;

"Fee Letter" means:

- (a) any letter or letters, dated on or about the date of the Credit Agreement, between the Arranger and the Parent (or the Agent and the Parent) setting out any of the fees referred to in the Credit Agreement; and
- (b) any agreement setting out fees payable to a Finance Party referred to in the Credit Agreement or under any other Finance Document;

"Finance Document" means the Credit Agreement, the Intercreditor Deed, the Restatement Agreement, the Syndication Letter, any Fee Letter, any Accession Letter, any Ancillary Document, any Compliance Certificate, the Hedging Letter, any Hedging Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as such by the Agent and the Parent;

"Finance Party" means the Agent, the Arranger, the Security Trustee, a Lender, an Issuing Bank, a Hedge Counterparty or any Ancillary Lender;

"Group" means the Original Borrower and its Subsidiaries from time to time;

"Group Shares" means the shares in any member of the Group owned legally or beneficially by the Company identified in respect of the Company in Part 3 of Schedule 2 (Security Assets) to the Security Deed and all Related Rights;

"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with the Credit Agreement;

"Hedge Counterparty" means a Lender or an Affiliate of a Lender which has been designated a Hedge Counterparty by the Parent and the Agent;

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by the Original Borrower and a Hedge Counterparty for the purpose of hedging interest rate liabilities and/or any exchange rate fluctuations in relation to Facility A of the Credit Agreement in accordance with the Hedging Letter delivered to the Agent under the Restatement Agreement;

"Hedging Letter" means the hedging letter delivered to the Agent under the Restatement Agreement;

"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary;

"Intellectual Property" means:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other

Name of company

*Insert full name
of Company

* LINDMAN GROUP LIMITED ("the Company")

intellectual property rights and interests, whether registered or unregistered; and

(b) the benefit of all applications and rights to use such assets of each member of the Group.

"Intercreditor Deed" means the intercreditor deed dated 30 June 2009 between (among others) the Agent, the Security Trustee and the Lenders under the Credit Agreement;

"Issuing Bank" means Bank of Scotland plc, HSBC Bank plc and The Royal Bank of Scotland plc whether acting individually or together;

"Lender" means any Original Lender and any bank, financial institution, trust, fund or other entity which has become a party to the Credit Agreement in accordance the Credit Agreement, which in each case has not ceased to be a party to the Credit Agreement in accordance with the terms of the Credit Agreement;

"Obligor" means a Borrower or a Guarantor;

"Original Borrower" means Jasper Acquisition Holdings Limited;

"Original Guarantors" means the Parent and the Original Borrower;

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

"Parent" means Lupus Capital plc (registered number 02806007);

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property;

"Related Rights" means, in relation to any asset:

- (a) all rights under any licence, agreement for sale or agreement for lease or other use in respect of all or any part of that asset;
- (b) all rights, powers, benefits, claims, contracts, warranties, remedies, covenants for title, security, guarantees or indemnities in respect of any part of that asset;
- (c) the proceeds of sale of all or any part of that asset; and
- (d) any other moneys paid or payable in respect of that asset;

"Resignation Letter" means a letter substantially in the form as set out in the Credit Agreement;

"Restatement Agreement" means the amendment and restatement agreement in respect of the Credit Agreement dated 30 June 2009 between, among others, the Parent, the Company and the Security Trustee;

"Secured Parties" means each Finance Party from time to time party to the Credit Agreement and any Receiver or Delegate;

"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;

Name of company

*insert full name
of Company

* LINDMAN GROUP LIMITED ("the Company")

"Security Assets" means all assets of the Company the subject of any security created by the Security Deed;

"Security Interest" 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 Trustee" means Bank of Scotland plc;

"Selection Notice" means a notice substantially in the form as set out in the Credit Agreement given in accordance with the Credit Agreement in relation to Facility A of the Credit Agreement;

"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006;

"Syndication Letter" means a side letter dated on or about 19 March 2007 between the Arrangers and the Parent for itself and on behalf of the Borrowers relating to the syndication of Facilities A and/or B of the Credit Agreement;

"Transaction Security" means the Security created or expressed to be created in favour of the Security Trustee pursuant to the Transaction Security Documents;

"Transaction Security Document" means each document specified as such in the Credit Agreement and any other document designated as a "Transaction Security Document" between the Parent and the Security Trustee; and

"Utilisation Request" means a notice substantially in the form as set out in the Credit Agreement.

Note 1

- (a) The term "Finance Document" includes all amendments and supplements including supplements providing for further advances.
- (b) The term "this Security" means any security created by the Security Deed.
- (c) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset.
- (d) References to any person are to be construed to include:
 - (i) references to a corporation, firm, company, partnership, joint venture, unincorporated body of persons, individual or any state or agency of a state, whether or not a separate legal entity;
 - (ii) any person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect.

Company number

04857257

Name of company

*insert full name
of Company

* LINDMAN GROUP LIMITED ("the Company")



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4857257
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ENGLISH SECURITY DEED
DATED 30 JUNE 2009 AND CREATED BY LINDMAN GROUP
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH OBLIGOR TO ANY 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 11 JULY 2009



Companies House
— for the record —

PJ



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES