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CHFP025

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

* insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

395

627907/91

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

For official use

5

Company number

05113820

Name of company

Fonebak plc (the **Chargor**)

Date of creation of the charge

18 September 2007

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

5

A debenture between, amongst others, the **Chargor** and the **Security Trustee** (the **Debenture**)

Amount secured by the mortgage or charge

1
10

All the liabilities of the **Obligors** to the **Finance Parties** under or pursuant to the **Finance Documents** except for any liabilities which, if secured by the **Debenture**, would result in a contravention by the **Chargor** of section 151 of the Companies Act 1985 (the **Secured Liabilities**)

Note Capitalised terms not defined on this page are defined in the M395 Continuation Sheet attached

Please return
via
CH London Counter

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

1

KBC Bank NV, 5th Floor, 111 Old Broad Street, London as trustee for the **Finance Parties** (the **Security Trustee**)

Postcode EC2N 1BR

Presentor's name address and
reference (if any)

Denton Wilde Sapte LLP
~~One Fleet Place~~
~~London EC4M 7WS~~
SHJS/RWG/63803 00121

Time critical reference

For official Use (02/00)
Mortgage Section

Post room

THURSDAY



LD2 *LZZ1FTB3* 82
27/09/2007
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See the M395 Continuation Sheet attached

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

Deaton Wilde Septe LLP

Date *27* September 2007

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

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

Notes

† 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, 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 companyFonebak plc (the **Chargor**)

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

1 Creation of SecurityUnder Clause 3 (*Creation of Security*) of the Debenture, the Chargor created the following Security07
9/5**1 1 Land**

The Chargor charged

- (a) by way of legal mortgage its interest in the Land referred to in Schedule 1 (*Land charge by way of legal mortgage*), and
- (b) by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land

1 2 Shares

The Chargor mortgaged or (if or to the extent that the Debenture did not take effect as a mortgage) charged by way of fixed charge

- (a) all Shares, and
- (b) all related Distribution Rights

1 3 Investments

The Chargor mortgaged or (if and to the extent that the Debenture did not take effect as a mortgage) charged by way of fixed charge

- (a) all Investments, and
- (b) all related Distribution Rights,

including those held for it by any nominee

1 4 EquipmentThe Chargor charged by way of fixed charge all Equipment in so far as it was not charged by way of legal mortgage under Clause 3 1 (*Land*) of the Debenture**1 5 Book Debts**

The Chargor charged by way of fixed charge

- (a) all Book Debts, and
- (b) all benefits, rights and Security held in respect of, or to secure the payment of, the Book Debts

1.6 Non Trading Debts

The Chargor charged by way of fixed charge

- (a) all Non Trading Debts, and

Name of company

* insert full name
of companyFonebak plc (the **Chargor**)

(b) all benefits, rights and Security held in respect of, or to secure the payment of, the Non Trading Debts

1 7 Accounts held with Finance Parties

The Chargor charged by way of fixed charge all amounts standing to the credit of

(a) each Account held with the Security Trustee, and

(b) any other account in the Chargors name held with the Security Trustee or to which it was beneficially entitled

1 8 Intellectual Property Rights

The Chargor charged by way of fixed charge all of its Intellectual Property Rights

1 9 Goodwill

The Chargor charged by way of fixed charge its goodwill

1 10 Uncalled capital

The Chargor charged by way of fixed charge its uncalled capital

1 11 Authorisations

The Chargor charged by way of fixed charge the benefit of all Authorisations held by it in relation to any Security Asset

1.12 Assigned Agreements

The Chargor assigned absolutely all its rights and interests under the Assigned Agreements to which it is party

1 13 Accounts held with third parties

The Chargor assigned absolutely or (if and to the extent that the assignment was not effective) charged by way of fixed charge all amounts from time to time standing to the credit of each account (including any Account) held with a party, other than the Security Trustee, in its name or to which it was beneficially entitled

1 14 Insurances

The Chargor assigned absolutely all its rights and interests in the Insurances

1 15 Contractual rights

The Chargor charged by way of fixed charge all its rights under any agreement to which it is a party other than the Assigned Agreements which are effectively assigned by the Debenture

1 16 Other assets

1 16 1 The Chargor charged by way of floating charge all its present and future business, undertaking and assets which were not effectively mortgaged, charged by way of fixed charge or assigned under the Debenture

1 16 2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by the Debenture

Name of company

* insert full name
of companyFonebak plc (the **Chargor**)**2 Negative Pledge**

The Chargor may not create or permit to subsist any Security over any Security Asset except for Permitted Security

3 Definitions

In this Form 395

Accession Letter means a document substantially in the form set out in Schedule 6 (*Form of Accession Letter*) to the Facility Agreement

Account means a Current Account, a Holding Account or a Mandatory Prepayment Account

Accounting Principles means generally accepted accounting principles in the United Kingdom

Agent means KBC Bank N V in its capacity as agent

Amendment Agreement means the amendment and restatement agreement amending and restating the Facility Agreement dated 18 September 2007 and made between, among others, Fonebak plc and the Agent

Arranger means KBC Bank N V in its capacity as arranger

Assigned Agreements means the Hedging Agreements, the Company Intra-Group Loan Agreements and the Key-Man Policies

Authorisation means an authorisation, consent (including an Environmental Consent), permission, approval, resolution, licence, exemption, filing, notarisation or registration

Book Debts means, in relation to the Chargor, all its book debts arising in the ordinary course of trading

Borrower has the meaning given to it in the Facility Agreement

Company Intra-Group Loan Agreement means the loan agreement in the agreed form between the Chargor and certain other members of the Target Group pursuant to which those members of the Target Group have or will make available a facility to the Chargor up to a maximum aggregate principal amount equal to the aggregate principal amount of (plus interest on) the Facility

Current Account means each account of the Chargor set out in Schedule 5 (*Current Accounts*) of the Debenture

Distribution Rights means all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of any Investments or Shares, and includes all dividends, interest and other distributions paid or payable on or in respect of them

Environmental Consent has the meaning given to it in the Facility Agreement

Equipment means all fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties

Events of Default has the meaning given to it in the Facility Agreement

Facility means the revolving loan facility described in clause 2 (*The Facility*) of the Facility Agreement

Name of company

* insert full name
of company

Fonebak plc (the Chargor)

Facility Agreement means the facility agreement dated 14 December 2006 as amended and restated on 18 September 2007 between, among others, Fonebak plc and the Security Trustee

Fee Letter means any letter or letters dated on or about the date of the Facility Agreement between the Chargor and all or any of the Arranger, the Agent and the Security Trustee setting out any of the fees referred to in Clause 15 (*Fees*) of the Facility Agreement

Finance Document means the Facility Agreement, the Amendment Agreement, any Fee Letter, any New Fee Letter, any Accession Letter, any Resignation Letter, any Transaction Security Document, the Hedging Agreement, the Mandate Letter, the Stage 3 Finance Documents, the Stage 4 Finance Documents, the Stage 5 Finance Documents and any other document designated as such by the Agent and Fonebak plc

Finance Party means the Arranger, the Agent, the Security Trustee, the Lenders, the Issuing Bank and the Hedging Bank

Group means the Chargor and its Subsidiaries for the time being (including, with effect from the Unconditional Date, the Target Group) and **Group Company** means any one of them

Guarantor has the meaning given to it in the Facility Agreement

Hedging Agreement means any master agreement, confirmation, schedule or other agreement in the agreed form entered into or to be entered into by the Chargor for the purpose of hedging interest rate liabilities and/or any exchange rate fluctuations in accordance with the Hedging Letter

Hedging Bank means KBC Bank NV

Hedging Letter has the meaning given to that term in Part 1 of Schedule 2 (*Conditions Precedent*) of the Facility Agreement

Holding Account means an account

- (a) held by a Group Company with the Agent or Security Trustee,
- (b) identified in a letter between the Chargor and the Agent as a Holding Account, and
- (c) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Security Trustee acting reasonably,

(as the same may be redesignated, substituted or replaced from time to time)

Insurance means, in relation to the Chargor, each contract or policy of insurance to which the Chargor is a party or in which it has an interest

Intellectual Property Rights means

- (a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, semi conductor typography rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property,
- (b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature, and
- (c) any other right to use, or application to register or protect, any of the items listed in paragraphs (a) or (b) above,

arising or subsisting in any jurisdiction and whether registered or not

Name of company

* insert full name
of company

Fonebak plc (the **Chargor**)

Investments means all or any stocks, shares (other than any Shares), bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations)

Issuing Bank means KBC Bank N V as issuing bank

Key-man Policy means a key-man life assurance policy (in form and substance reasonably satisfactory to the Agent and with such insurer as the Agent may reasonably approve) taken out and maintained by the Chargor in respect of the death, disability or critical illness of certain individuals

Land has the same meaning as it has in section 205(1) of the Law of Property Act 1925

Lender means

- (a) the Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a party to the Facility Agreement in accordance with Clause 28 (*Changes to the Lenders*) of the Facility Agreement,

which in each case has not ceased to be a party in accordance with the terms of the Facility Agreement

Letter of Credit means

- (a) a letter of credit, substantially in the form set out in Schedule 9 (*Form of Letter of Credit*) of the Facility Agreement, or
- (b) any guarantee, letter of credit, bonding documentary or standby letter of credit, indemnity or other instrument in a form requested by a Borrower (or the Chargor on its behalf) and agreed by the Agent and the Issuing Bank

Loan means a loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan

Mandate Letter means the letter dated 9 November 2006 between the Agent and Fonebak plc

Mandatory Prepayment Account means an interest-bearing account

- (a) held in the United Kingdom by a Borrower with the Agent or Security Trustee,
- (b) identified in a letter between the Chargor and the Agent as a Mandatory Prepayment Account,
- (c) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Agent and Security Trustee, acting reasonably, and
- (d) from which no withdrawals may be made by any members of the Group except as contemplated by the Facility Agreement,

(as the same may be redesignated, substituted or replaced from time to time)

New Fee Letter means any letter or letters dated on or about the date of the Amendment Agreement between the Chargor and all or any of the Arranger, Agent and Security Trustee setting out the fees referred to in Clause 15 (*Fees*) of the Facility Agreement

Non Trading Debts means all debts and moneys due or payable to the Chargor except for Book Debts and those referred to in Clause 3 7 (*Accounts held with Finance Parties*) and Clause 3 13 (*Accounts held with third parties*) of the Debenture

Name of company

* insert full name
of company

Fonebak plc (the **Chargor**)

Obligor means a Borrower or a Guarantor

Offer means the offer for Target Shares not beneficially owned by the Chargor to be made by or on behalf of the Chargor in all material respects on the terms and conditions referred to in the Offer Document

Offer Document means the document, in the agreed form, pursuant to which the Offer shall be made

Original Lender means KBC Bank NV in its capacity as original lender

Permitted Security has the meaning given to it in the Facility Agreement

Regulations means the Financial Collateral Arrangements (No 2) Regulations 2003 (S I 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and **Regulation** means any of them

Security means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect

Security Assets means all of the assets of the Chargor which are the subject of any Security created or to be created by the Debenture

Shares means all shares held by the Chargor in its Subsidiaries

Stage 3 Finance Documents means each of the documents set out in paragraph 1 4 (*Stage 3 Finance Documents*) of Part 3 of Schedule 2 (*Stage 3 Conditions precedent*) of the Facility Agreement

Stage 4 Finance Documents means each of the documents set out in paragraph 2 (*Stage 4 Finance Documents*) of Part 4 of Schedule 2 (*Stage 4 Conditions precedent*) of the Facility Agreement

Stage 5 Finance Documents means each of the documents set out in paragraph 2 (*Stage 5 Finance Documents*) of Part 5 of Schedule 2 (*Stage 5 Conditions precedent*) of the Facility Agreement

Subsidiary means a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985

Target means CRC Group Plc (subsequently re-registered as a private company on 12 September 2007), a company incorporated under the law of England and Wales with registered number 2966414

Target Group means Target and its Subsidiaries for the time being and **Target Group Company** means any of them

Target Shares means all of the issued share capital in Target

Transaction Security Document means any document entered into by any Obligor creating or expressed to create, evidencing or granting any Security in favour of the Finance Parties (or any of them) over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents, each in form and substance satisfactory to the Agent

Unconditional Date means the date on which the Offer has become, or is declared to be, wholly unconditional in all respects

4 Interpretation

Any reference in this Form 395 to

(a) **assets** includes revenues, property and rights of every kind, present, future, actual and contingent and whether

Name of company

* insert full name
of companyFonebak plc (the **Chargor**)

tangible or intangible (including uncalled share capital),

- (b) the **Chargor**, the **Security Trustee** or any other **Finance Party** includes any one or more of its assigns, transferees and successors in title,
- (c) the **Security Trustee** or any other **Finance Party** includes its duly appointed nominees, attorneys, correspondants, trustees, advisers, agents, delegates and sub-delegates,
- (d) any **Finance Document** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated or replaced from time to time,
- (e) the words **include(s)**, **including** and **in particular** shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words,
- (f) **indebtedness** includes any obligation, whether incurred as principal or as surety, for the payment or repayment of money, whether present or future, actual or contingent and whether owed jointly or severally or in any other capacity,
- (g) the words **other** and **otherwise** shall not be construed ejusdem generis with any preceding words where a wider construction is possible,
- (h) **liabilities** includes any obligation whether incurred as principal or as surety, whether or not in respect of indebtedness, whether present or future, actual or contingent and whether owed jointly or severally or in any other capacity,
- (i) a **guarantee** includes any guarantee or indemnity, bond, letter of credit, documentary or other credit, or other assurance against financial loss,
- (j) any **person** includes one or more of that person's assigns, transferees, successors in title, delegates, sub-delegates and appointees and any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality)

Company number

05113820

Name of company

* insert full name
of company

Fonebak plc (the **Chargor**)

Schedule 1 – Land charged by way of legal mortgage

Part 1 - Registered Land

Description and address

Title number

None at date of Debenture

Part 2 - Unregistered Land

None at date of Debenture

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 05113820

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 18th SEPTEMBER 2007 AND CREATED BY FONEBAK PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE OBLIGORS TO THE FINANCE PARTIES UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 27th SEPTEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd OCTOBER 2007

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Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES