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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395**Particulars of a mortgage or charge**

COL00024

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

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

For official use

Company number

[1][1][2]

5450726

Name of company

* Dudley Infracare LIFT Holdings (1) Limited whose registered office is at Carriage Court, 30 Circus
Mews, Bath, Avon BA1 2PW (the **Chargor**)

Date of creation of the charge

15 June 2007

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

Holdco Security Agreement dated 13 June 2007 and entered into between Dudley Infracare LIFT
Holdings (1) Limited and Sumitomo Mitsui Banking Corporation Europe Limited (the **Deed**)

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 the Company and/or the Chargor to any Senior
Creditor under each Finance Document, except for any obligation which, if it were so included, would
result in the Deed contravening Section 151 of the Companies Act 1985

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

Sumitomo Mitsui Banking Corporation Europe Limited (No 4684034) whose registered office is at 99
Queen Victoria Street, London (the **Facility Agent**)

Postcode EC4V 4EH

Presentor's name address and
reference (if any)

Addleshaw Goddard LLP
Alder Castle
10 Noble Street
London
EC2V 7JW

PATEJ/VALLS/327152-1

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room

TUESDAY



LD2

L5GP3QJ7

19/06/2007

COMPANIES HOUSE

175

1 1 Fixed Charge

The Chargor charges

- (a) by way of a first legal mortgage all the Shares owned by it or held by any nominee on its behalf, and
- (b) by way of a first fixed charge, all Related Rights

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)

N/A

Signed

Addeshaw boddand

Date

19/6/07

On behalf of ~~XXXXXXXXXXXX~~ (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
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* Dudley Infracare LIFT Holdings (1) Limited whose registered office is at
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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 description 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 2 Floating Charge

(a) Creation of Floating Charge

The Chargor charges 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 clause

(b) Ranking of Floating Charge

- (i) Subject to the Security Trustee's consent, the grant of the floating charge referred to in clause 1 2 (a) shall not restrict or inhibit the Chargor from granting charges over any Security Assets to any other person. Any further charge so created may be expressed to rank in priority to, pari passu with or subordinated to, the floating charge created pursuant to clause 1 2(a). The Security Trustee undertakes to enter into any reasonable priority arrangements proposed by the Chargor to regulate priority between any such further floating charge and the floating charge referred to in clause 1 2(a) provided that such arrangements shall not restrict the Security Trustee's ability to enforce the floating charge referred to in clause 1 2(a) in the circumstances referred to in clause 1 2(c)
- (ii) Subject to the Security Trustee's consent, the grant of the floating charge referred to in clause 1 2 (a) shall not restrict or inhibit the Chargor from disposing of any Security Assets (other than any of the Security Assets charged under clause 1 1 (Fixed Charge)) or from granting fixed security over any such assets (other than any of the Security Assets charged under clause 1 1 (Fixed Charge)) or from granting fixed security over the Shares or Related Rights in a Borrower, whether ranking in priority to, pari passu with or subordinated to, the floating charge created pursuant to clause 1 2(a)
- (iii) For the avoidance of doubt, nothing contained in clause 1 2(b)(i) or (ii) shall entitle the Chargor to

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grant any fixed as opposed to floating security or any other interest in, or dispose of, any of the Security Assets charged under clause 1 1 (Fixed Charge) other than, for the avoidance of doubt, pursuant to the Deed

(c) Enforcing the Floating Charge

The Security Trustee may enforce the floating charge created by the Chargor in clause 1 2(a) hereof (and for the avoidance of doubt, such floating charge shall only crystallise) on the earlier to occur (if any) of the following

- (i) a petition has been presented for the making of an administration order in respect of the Chargor, or
- (ii) an order is made or a resolution is passed for the winding-up of the Chargor
- (d) The floating charge created by this clause 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
- (e) The floating charge created by this clause is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

2 Restrictions on dealings

2 1 Chargor

- (a) Save as permitted in clause 2 1(b) below, the Chargor must not
 - (i) create or allow to subsist any Security Interest (other than the Deed and any Tranche 1 Security Interest) on any Security Asset, and
 - (ii) sell, transfer, license, lease or otherwise dispose of any Security Asset
- (b) The Chargor may enter into a security agreement substantially in the form of the Deed in relation to a Borrower other than the Company and in favour of lenders (or their trustee) to that Borrower, with references in the Deed to the Company being replaced by references to that Borrower
- (c) The Chargor must not undertake any business or trade other than the holding of shares in Borrowers and the performance of its obligations under the Finance Documents

3 Further assurances

The Chargor must, at its own expense, take whatever action the Security Trustee or a Receiver may require for

- (a) creating, perfecting or protecting any security intended to be created by the Deed, or

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of Company* Dudley Infracare LIFT Holdings (1) Limited whose registered office is at
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- (b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Trustee or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset

This includes

- (i) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Security Trustee or to its nominee, and

the giving of any notice, order or direction and the making of any registration, which, in any such case, the Security Trustee may think expedient

DEFINITIONS

In this Form 395,

Borrower shall have the meaning given to it in the Credit Agreement

Company means Dudley Infracare LIFT (1) Limited (registered number 5450729) with its registered address at Carriage Court, 30 Circus Mews, Bath, Avon BA1 2PW

Credit Agreement means the credit agreement dated on or about the date of the Deed between (among others) the Company and the Facility Agent

Finance Document means each Finance Document (as defined in the Credit Agreement) and each Finance Document (as defined in the Subordinated Credit Agreement) and any other agreement or documents designated a Finance Document by the Company and the Facility Agent

Lender has the meaning given to it in the Credit Agreement

Receiver means an administrator receiver, a receiver and manager or a receiver, in each case, appointed under the Deed

Related Rights means, in relation to any Shares

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

in relation to that stock, share, debenture, bond or other security

Security Assets means all assets of the Chargor the subject of any security created by the Deed

Security Interest has the meaning given to it in the Credit Agreement

Security Trustee means the Facility Agent acting in its capacity as security trustee for the Senior Creditors

Senior Creditor has the meaning given to it in the Credit Agreement

Shares means all of the shares in the share capital of the Company

Subordinated Credit Agreement means the agreement dated on or about the date of the Deed made between the Company and the Subordinated Lenders and each other subordinated credit agreement entered into by the Company to finance the design, development, construction and operation of future developments, as permitted and approved by the

Company number

5450726

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Facility Agent pursuant to the Credit Agreement

Subordinated Lenders means any party that is or becomes a party to a Subordinated Credit Agreement as a Lender and any Noteholder (as defined in the Subordinated Credit Agreement)

Tranche 1 Security Interest means any security interest granted under the finance documents executed on 7 October 2005 in relation to the Dudley LIFT Scheme

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 05450726

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A HOLDCO SECURITY AGREEMENT DATED THE 15th JUNE 2007 AND CREATED BY DUDLEY INFRACARE LIFT HOLDINGS (1) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM DUDLEY INFRACARE LIFT (1) LIMITED AND/OR THE COMPANY TO ANY SENIOR 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 19th JUNE 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th JUNE 2007

P. Ceri



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —