

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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[2][1][1][1]

05848073

Name of company

✓ INGLEBY (1706) LIMITED (the "Company")

Date of creation of the charge

4 August 2006

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

Debenture (the "Debenture")

Amount secured by the mortgage or charge

All monies and liabilities (whether present, future, actual or contingent) now or at any time or times hereafter due owing or incurred by the Company (whether as principal or surety) to the Security Trustee (as defined below) or any of the Secured Parties (as defined below) pursuant to the Guarantee (as defined below) (the "Debt").

"Fund" means the limited partnerships comprising the fund known as the Close Brothers Private Equity Fund VII;

"Guarantee" means the guarantee entered into by the Company and others in favour of the Security Trustee dated 4 August 2006;

"Investment Agreement" means the investment agreement dated 4 August 2006 between (among others) Rosemont Group Limited (previously called Ingleby (1705) Limited), the Company, Paul Hamelin and others and the Fund acting by its general partner Close Investment Partners Limited as the same may be varied or amended from time to time;

"Loan Note Instrument" means the Investor Loan Note Instrument (as defined in the Investment Agreement);

"Secured Parties" means the Security Trustee, Close Securities Limited and the Investors and any assignees and successors of any of them from time to time or any other entity to which a transfer of any Investor Loan Notes is made in accordance with clause 17 of the Investment Agreement.

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

Close Investment Partners Limited (registered number 02268702) whose registered office is at 10 Throgmorton Avenue, London (as agent and as security trustee on behalf of each of the Secured Parties) (the "Security Trustee")

Postcode EC2N 2DL

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

Wragge & Co LLP
55 Colmore Row
Birmingham
B3 2AS

1937957/CGB/AXB2/HEH1

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room



A07
COMPANIES HOUSE

A2FB012J

574
18/08/2006

Short particulars of all the property mortgaged or charged

1. The Company with full title guarantee charges to the Security trustee with the payment and discharge of the Debt:
- (a) by way of legal mortgage all freehold and leasehold land now vested in the Company together with all buildings and fixtures and fixed plant and machinery now or at any time afterwards on it.
 - (b) by way of fixed charge (except as already charged, as set out above):
 - (i) all the present and future right, title and interest of the Company in or to any freehold or leasehold land or other immoveable property wherever situated and all fixtures, fittings, plant and machinery now or at any time afterwards on it;
 - (ii) all chattels now or at any time afterwards belonging to the Company. This excludes any of them for the time being forming part of the stock in trade or work-in-progress of the Company or which are, for the time being otherwise effectively charged by way of legal mortgage or fixed charge by the Debenture;
 - (iii) the benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to any land or other property mentioned above and/or to any trade or business from time to time carried on by the Company;
 - (iv) all book debts and other debts and monetary claims and any rents, licence fees or other payments due from any lessee, licensee or occupier of any immoveable property wherever situated now or at any time afterwards due owing or incurred to the Company. In addition the full benefit of all guarantees and securities for them and all liens, reservations of title and other rights enabling the Company to enforce any such debts or claims (collectively called the "Debts"). This excludes such debts and claims (if any) as the Security Trustee may from time to time have agreed in writing with the Company which shall not be subject to the fixed charge and also such debts and claims as charged in accordance with paragraph 4.3(e) of the Debenture (as set out in paragraph (v) below);
 - (v) any credit balance on any account of the Company with the Security trustee or other person;
 - (vii) all goodwill and uncalled capital for the time being of the Company;

Please see continuation sheet 1, page 4

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

Wragge + Co LLP

Date

17th August 2006

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)

† 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**

**Particulars of a mortgage or charge
(continued)**

CHFP025

Please do not
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binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company Number

05848073

Name of Company

INGLEBY (1706) LIMITED

limited

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

Please do not
write in this
binding margin

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

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write in this
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

- (vi) all stocks, shares, debentures, bonds, loan capital and other securities of any person (including, without limitation, any subsidiary or subsidiary undertaking of the Company). In addition:
- (A) all rights to subscribe to or convert other securities into or otherwise acquire any such securities now or at any time afterwards belonging to the Company;
- (B) all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to, any of these;
- (vii) all letters patent, trademarks, service marks, designs, utility models, copyrights, design rights, applications for registration of any of them and the right to apply for them in any part of the world. In addition, moral rights, inventions, confidential information, know-how and rights of a similar nature arising or subsisting anywhere in the world in relation to all or any of the above (whether registered or unregistered) now or at any time afterwards belonging to the Company;
- (viii) all policies of life insurance or assurance and all rights and claims to which the Company is now, or may at any time afterwards, become entitled in relation to the proceeds of them or of any other policies of insurance of any description;
- (ix) all rights and other property to which the Company is now, or may at any time afterwards, become entitled as a result of, or in connection with, any proceedings threatened or commenced under the Insolvency Act 1986 or any similar legislation in any jurisdiction.
- (x) the benefit of all agreements for the provision by the Company to any person of any kind or credit or other financial accommodation of any description (including without limitation, any finance leases and hire or hire-purchase agreements) now, or at any time afterwards, entered into by the Company;
- (xi) the proceeds of any sale of any property mentioned above.

(c) By way of floating charge the undertaking and all other property, assets and rights of the Company both present and future not otherwise effectively charged by way of fixed charge pursuant to clauses 4.1 to 4.3 of the Debenture (as set out in paragraphs 1(a) and 1(b) above).

2. Paragraph 14 of Schedule B1 of the Insolvency Act 1986 (as amended by the Enterprise Act 2002) shall apply to the floating charge created by clause 4 of the Debenture.

3. The Company shall not without the previous consent of the Security trustee or otherwise than as permitted by the Intercreditor Deed (as defined below):

- (a) create, or attempt to create, or allow to subsist over all or any of the Charged Property (as defined below), any mortgage, charge, lien, pledge or other security other than the Debenture;
- (b) allow any tangible property, forming part of the Fixed Charged Property (as defined below), to leave the possession of the Company except for the purpose of necessary repair or maintenance) or to be used by any other person other than the Company or for any purpose other than in connection with the business of the Company;
- (c) release, exchange, compound, set off, grant time or agree to any other arrangement in respect of, or in any other way deal with, all or any of the Debts except as expressly allowed by the Debenture; or
- (d) part with, hire, lend, sell, assign or dispose of all, or any part of (or any right, title or interest in) the Fixed Charge property or all, or (except by a sale or disposal in the ordinary course of the Company's business and for the purpose of carrying on the same) any part of the remainder of the Charged Property.

"Charged Property" means together all property, assets and rights charged under clauses 4.1, 4.2, 4.3 and 4.4 of the Debenture (as set out in paragraphs 1(a) to 1(c) above);

"Fixed Charged Property" means together all property, assets and rights charged under clause 4.1, 4.2 and 4.3 of the Debenture (as set out in paragraphs 1(a) and 1(b) above).

"Intercreditor Deed" means the intercreditor deed dated 4 August 2006 and made between, inter alios, HSBC Bank plc, the Company and Rosemont Group Limited (previously called Ingeleby (1705) Limited).

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05848073

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 4th AUGUST 2006 AND CREATED BY ROSEMONT HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY FORMERLY K/A INGLEBY (1706) LIMITED TO THE SECURITY TRUSTEE OR ANY OF THE SECURED PARTIES 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 18th AUGUST 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd AUGUST 2006.

p.a



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES