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COMPANIES FORM No. 395

Particulars of a mortgage or charge

167282/52

395

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

5848073

Name of company

* Ingleby (1706) Limited (the "Chargor" and the "Company")

Date of creation of the charge

4 August 2006

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

A debenture between the Chargor and HSBC Bank Plc (the "Security Trustee") (the "Debenture").

Amount secured by the mortgage or charge

06
10
All obligations which the Company may at any time have to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to the Finance Documents (including the Debenture and any Mortgage) including any liability in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or surety or in some other capacity) and the Company shall pay to the Security Trustee when due and payable every sum at any time owing, due or incurred by the Company to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities (the "Secured Obligations").

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

HSBC Bank Plc * See above
8 Canada Square
London

Postcode E14 5HQ

Presentor's name address and
reference (if any):
Eversheds LLP
Senator House
85 Queen Victoria Street
London
EC4V 4JL

Ref: A Dann/2404046

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room



LD4
COMPANIES HOUSE

446
10/08/2006

Short particulars of all the property mortgaged or charged

See Appendix 1.

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

Everheds LLP

Date 9 August 2006

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

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

† 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

Appendix to Form 395 for Ingleby (1706) Limited

1. FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGE

1.1 Fixed Charges

The Company charges with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Company at the date of the Debenture shall be a charge by way of legal mortgage) all the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to such legal mortgage or fixed charge from any third party):

- 1.1.1 the Real Property;
- 1.1.2 the Tangible Moveable Property;
- 1.1.3 the Accounts;
- 1.1.4 the Intellectual Property;
- 1.1.5 any goodwill and rights in relation to the uncalled capital of the Company;
- 1.1.6 the Investments;
- 1.1.7 the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise); and
- 1.1.8 all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture.

1.2 Assignments

The Company assigns and agrees to assign absolutely with full title guarantee to the Security Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to such assignment from any third party):

- 1.2.1 the proceeds of any Insurance Policy and all Related Rights; and
- 1.2.2 the Specific Contracts.

1.3 **Floating Charge**

- 1.3.1 The Company with full title guarantee charges in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of the Company.
- 1.3.2 The floating charge created by paragraph 3.3.1 of the Debenture shall be deferred in point of priority to all fixed Security validly and effectively created by the Company under the Finance Documents in favour of the Security Trustee as trustee for the Secured Parties as security for the Secured Obligations.
- 1.3.3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to Clause 1.3 of the Debenture (*Floating Charge*).

1.4 **Negative Pledge**

The Company undertakes that it shall not, at any time during the subsistence of the Debenture or any Mortgage, create or permit to subsist any Security over all or any part of the Charged Property other than Security permitted pursuant to the Facilities Agreements.

Definitions

"Accession Letter" shall have the meaning given to it in the Mezzanine Facility Agreement.

"Account" means any account opened or maintained by the Company with the Security Trustee or any other person (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights.

"Charged Property" means all the assets and undertaking of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to the Debenture and any Mortgage.

"Compliance Certificate" shall have the meaning given to it in the Mezzanine Facility Agreement.

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

"Facilities Agreements" means the Senior Facilities Agreement and the Mezzanine Facility Agreement.

"Fee Letters" shall have the meaning given to it in the Mezzanine Facility Agreement.

"Finance Documents" means the Finance Documents as defined in the Senior Facilities Agreement and the Mezzanine Finance Documents.

"Group" shall have the meaning given to it in the Senior Facilities Agreement.

"Hedging Agreement" shall have the meaning given to it in the Mezzanine Facility Agreement.

"Insurance Policy" means any policy of insurance in which the Company may from time to time have an interest.

"Intellectual Property" means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights.

"Intercompany Loan Agreement" means each intercompany loan agreement in the agreed form made between the Company and certain other members of the Group.

"Intercreditor Agreement" shall have the meaning given to it in the Mezzanine Facility Agreement.

"Investments" means:

- (a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares);
- (b) all interests in collective investment schemes; and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly by or to the order of the Company or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system).

"Mezzanine Facility Agreement" means the mezzanine facility agreement dated the same date as the Debenture and made between the Company as parent, Ingleby (1705) Limited as the borrower the original guarantors as named therein, HSBC Bank plc as the mezzanine agent, HSBC Bank plc as the mezzanine arranger, HSBC Bank plc as security trustee and the persons named therein as Lenders.

"Mezzanine Finance Documents" means the Mezzanine Facility Agreement, any Accession Letter under the Mezzanine Facility Agreement, any Transaction Security Agreement, the Intercreditor Agreement, the Syndication Letter, any Hedging Agreement, any Compliance Certificate, any Resignation Letter, any Selection Notice, any Fee Letters, any Utilisation Request or request relating to the selection of an interest period for a utilisation under the Mezzanine Facility Agreement and any other document which is designated a **"Mezzanine Finance Document"** or **"Finance Document"** by HSBC Bank Plc acting as the Agent or Ingleby (1706) Limited.

"Monetary Claims" means any book and other debts and monetary claims owing to the Company and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company).

"Mortgage" means a mortgage or legal charge in respect of all or any part of the Real Property in accordance with Clause 6 of the Debenture (*Further Assurance*) substantially in the form of Schedule 3 to the Debenture (*Form of Legal Mortgage*).

"Real Property" means:

- (a) any freehold, leasehold or immovable property; and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property;

and includes all Related Rights.

"Receiver" means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment.

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

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

"Resignation Letter" shall have the meaning given to it in the Mezzanine Facility Agreement.

"Secured Parties" means each Finance Party from time to time party to the Senior Facilities Agreement, any Receiver or Delegate, and each agent and lender from time to time party to the Mezzanine Facility Agreement.

"Selection Notice" shall have the meaning given to it in the Mezzanine Facility Agreement.

"Senior Facilities Agreement" means the facility agreement dated the same date as the Debenture and made between the Company, the original borrowers and guarantors as named therein, HSBC Bank Plc as Mandated Lead Arranger, Original Lender, Agent and Security Trustee.

"Shareholders' Agreement" means the investment agreement dated on or about the date of the Senior Facilities Agreement and made between Ingleby (1706) Limited, Ingleby (1705) Limited, Senior Management (as defined in the Senior Facilities Agreement), Close Brothers Private Equity Fund VII and Close Brothers Private Equity LLP.

"Shares" means all of the shares in the capital of Ingleby (1705) Limited, company number 5848072 and all of the shares in the capital of any other company held by, to the order or on behalf of the Company at any time.

"Specific Contract" means the Shareholder's Agreement and the Intercompany Loan Agreement.

"Syndication Letter" shall have the meaning given to it in the Mezzanine Facility Agreement.

"Transaction Security Agreement" shall have the meaning given to it in the Mezzanine Facility Agreement.

"Utilisation Request" shall have the meaning given to it in the Mezzanine Facility Agreement.

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 KNOWN AS INGLEBY (1706) LIMITED) TO HSBC BANK PLC (THE "SECURITY TRUSTEE") OR ANY OF THE OTHER 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 10th AUGUST 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th AUGUST 2006.

Handwritten signature



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —