

# M

CHFP025

Please do not  
write in  
this margin

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

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

For official use

Company number

[1][3]

5948885

Name of company

\* Everest Secondary Limited

Date of creation of the charge

4 September 2007

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

Pledge Agreement

Amount secured by the mortgage or charge

See attached Rider A

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

The Governor and Company of the Bank of Scotland, The Mound, Edinburgh

Postcode EH1 1YZ

Presenter's name address and  
reference (if any)

Dickson Minto W S  
16 Charlotte Square  
Edinburgh  
EH2 4DF  
B027/574 (JAH/KA0)

Doc Ref. ESL (PA) xfd

Time critical reference

For official Use (06/2005)  
Mortgage Section

Post room

TUESDAY



A35

\*AELOAT22\*

18/09/2007

691

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See attached Rider B

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

*Dickson White*

Date

*17.09.07*

On behalf of ~~XXXXXX~~ [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

## EVEREST SECONDARY LIMITED

(Registered Number 5948885)

### RIDER A - FORM 395 - (PLEDGE AGREEMENT)

#### Amount secured by the mortgage or charge

All Credit Obligations, whether at the date of the Pledge Agreement or at any time after the date of the Pledge Agreement due, owing or incurred in any manner, whether actual or contingent, whether incurred solely or jointly with any other Person and whether as principal or surety (and including all liabilities in connection with any notes, bills or other instruments accepted by the Lender in connection therewith), together with all renewals, modifications, consolidations or extensions thereof (the "Finance Obligations") howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, at the date of the Pledge Agreement or thereafter existing or due or to become due in accordance with the terms thereof and all of the obligations of each Pledgor under the Pledge Agreement and under the other Finance Documents in respect of the Finance Obligations (the "Pledgor Obligations")

Where -

"Borrower"

means NE Investments Limited, a company registered in England under number 6329935 whose registered office is at First Floor, Pinewood Court, Tytherington Business Park, Macclesfield, Cheshire SK10 2XR,

"Collateral"

means all right, title and interest of each Pledgor in, to and under the (i) Stock, (ii) Instruments, (iii) LLC Interests, (iv) Partnership Interests, (v) Investment Property, (vi) Financial Assets, (vii) all General Intangibles, and (viii) to the extent not otherwise included, all Proceeds of all or any of the Collateral described in (i) through to (vi) above, whether now owned or existing or thereafter acquired by a Pledgor, created or arising, whether tangible or intangible, and regardless of where located, provided, however, that the Collateral shall not include (x) cash or other distributions in respect of federal, state and/or local income taxes payable by any Pledgor or any direct or indirect equity holder of any Pledgor in respect of the income and profits of any limited liability company, partnership or other entity which is not a corporation for United States federal income tax purposes or (y) any LLC Interest in Wilmslow (Long

Island) Properties LLC,

"Credit Agreement"

means the term loan agreement dated as of 30 August 2007 (as amended, restated, modified or supplemented from time to time and including any agreement extending the maturity of, refinancing or otherwise restructuring all or any portion of the obligations of the Borrower under such agreement or any successor agreement), among the Lender and the Borrower,

"Credit Obligations"

means (i) all principal of and interest (including, without limitation, any interest which accrues after the commencement of any bankruptcy or insolvency proceeding with respect to any Credit Party, whether or not allowed or allowable as a claim under any bankruptcy or insolvency proceeding) owing by any Credit Party to the Lender under the terms of the Credit Agreement and the Security Documents (or any of them), (ii) all fees, expenses, indemnification obligations and other amounts of whatever nature at the date of the Pledge Agreement or thereafter payable by any Credit Party (including, without limitation any amounts which accrue after the commencement of any bankruptcy or insolvency proceeding with respect to any Credit Party, whether or not allowed or allowable as a claim under any bankruptcy or insolvency proceeding) pursuant to the Credit Agreement and the Security Documents (or any of them), (iii) all expenses of the Lender as to which the Lender has a right to reimbursement under Section 8.03(a) or (b) of the Pledge Agreement or any other similar provision of the Credit Agreement or any other Security Document, including, without limitation, any and all sums advanced by the Lender to preserve Collateral or to preserve its security interest in any Collateral, (iv) all amounts paid by any Indemnitee as to which such Indemnitee has the right to reimbursement under Section 8.03(c) of the Pledge Agreement or under any other similar provision of the Credit Agreement or any other Security Document, and (v) in the case of each Pledgor, all amounts at the date of the Pledge Agreement or thereafter payable



by such Pledgor and all other obligations or liabilities at the date of the Pledge Agreement existing or thereafter arising or incurred on the part of such Pledgor pursuant to the Pledge Agreement, the Guaranty or any other Finance Document, together in each case with all renewals, modifications, consolidations or extensions thereof,

"Credit Party"	means each Pledgor and any other Group Company, and "Credit Parties" means all of them, collectively,
"Financial Assets"	means Financial Assets as defined in the Pledge Agreement,
"Finance Documents"	means (i) the Credit Agreement and (ii) each Security Document,
"General Intangibles"	means General Intangibles as defined in the Pledge Agreement,
"Group Company"	means Group Company as defined in the Pledge Agreement,
"Guaranty"	means the guaranty dated on or around the date of the Pledge Agreement among the guarantors from time to time party thereto and the Lender, as the same may be amended, modified or supplemented from time to time,
"Indemnitee"	means Indemnitee as defined in the Pledge Agreement,
"Instruments"	means Instruments as defined in the Pledge Agreement,
"Investment Property"	means Investment Property as defined in the Pledge Agreement,
"Lender"	means The Governor and Company of the Bank of Scotland, The Mound, Edinburgh, EH1 1YZ (together with its successors),
"LLC Interests"	means LLC Interests as defined in the Pledge Agreement,
"Partnership Interests"	means Partnership Interests as defined in the Pledge Agreement,



"Person"	means any individual, firm, corporation, partnership, limited liability company, trust, joint venture or other entity
"Pledge Agreement"	means the pledge agreement among the Pledgors and the Lender dated 4 September 2007,
"Pledgor"	means (i) Everest Intermediate Limited, (ii) Everest Secondary Limited, (iii) Four Seasons Sunrooms Acquisition Partnership, (iv) Four Seasons I LLC, (v) Four Seasons Solar Products LLC, (vi) Four Seasons Sunrooms LLC and (vii) Four Seasons Marketing Corp (together with each other person that becomes a party to the Pledge Agreement pursuant to Section 8.10 of the Pledge Agreement and the respective successors and permitted assigns of each of the foregoing, the "Pledgors"),
"Proceeds"	means Proceeds as defined in the Pledge Agreement,
"Security Documents"	has the meaning ascribed thereto in the Credit Agreement, and
"Stock"	means Stock as defined in the Pledge Agreement



## EVEREST SECONDARY LIMITED

(Registered Number 5948885)

### RIDER B - FORM 395 - (PLEDGE AGREEMENT)

#### Short particulars of all the property mortgaged or charged

- 1 To secure the due and punctual payment of the Finance Obligations and to secure the performance of the Pledgor Obligations, the Company in terms of the Pledge Agreement grants to the Lender for the benefit of the Lender a security interest in, and the Company in terms of the Pledge Agreement pledges and collaterally assigns to the Lender for the benefit of the Lender, all of the Company's right, title and interest in, to and under the Collateral
- 2 The Company will not sell, exchange, assign or otherwise dispose of, or grant any option with respect to, any Collateral or create or suffer to exist any Lien (other than the Security Interest and other Permitted Liens) on any Collateral except that, subject to the rights of the Lender under the Pledge Agreement, if an Event of Default shall have occurred and be continuing, such Pledgor may sell, exchange, assign or otherwise dispose of, or grant options with respect to, Collateral to the extent expressly permitted by the Credit Agreement, whereupon, in the case of any such disposition, the Security Interest created thereby in such item (but not in any Proceeds arising from such disposition) shall cease immediately without any further action on the part of the Lender
- 3 Nothing in the Pledge Agreement shall impair the right of the Lender to exercise any right of set-off or counterclaim it may have and to apply the amount subject to such exercise to the payment of indebtedness of any Pledgor other than its indebtedness under the Finance Documents. Each Pledgor agrees, to the fullest extent it may effectively do so under applicable law, that any holder, as to which the identity is disclosed, of a participation in a Finance Obligation, whether or not acquired pursuant to the terms of any applicable Finance Document, may exercise rights of set-off or counterclaim or other rights with respect to such participation as fully as if such holder of a participation were a direct creditor of the Pledgors in the amount of such participation

Where -

"Company"

means Everest Secondary Limited (Company Number 5948885) having its registered office at Everest House, Sopers Road, Cuffley, Herts, EN6 4SG,

"Event of Default"

means one or more Events of Default, as such term is defined in the Credit Agreement,

"Finance Obligations"

means the Finance Obligations as defined in



Rider A,

"Lien"	means Lien as defined in the Pledge Agreement,
"Permitted Liens"	means Permitted Liens as defined in the Pledge Agreement,
"Pledgor Obligations"	means the Pledgor Obligations as defined in Rider A, and
"Security Interest"	means Security Interest as defined in the Pledge Agreement

Terms defined in A shall have the same meaning in this Rider B





FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 05948885

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A PLEDGE AGREEMENT DATED THE 4th SEPTEMBER 2007 AND CREATED BY EVEREST SECONDARY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY CREDIT PARTY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND AND ALL MONIES DUE OR TO BECOME DUE FROM ANY INDEMNITEE AND EACH PLEDGOR 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 SEPTEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th SEPTEMBER 2007

*Pangels*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES