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COMPANIES FORM No. 395

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.

31/02/08

CHFP025

Please do not write in this margin

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

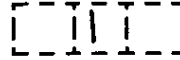
*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



06537663

Name of company

* Spitfire Holdings Limited (the "Chargor")

Date of creation of the charge

3 April 2008

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

Debenture made between (1) the Chargor and (2) the Security Agent (as defined below) (the "Debenture")

Amount secured by the mortgage or charge

Any liability expressed to be due, owing or payable by the Chargor under or in connection with any of the Secured Finance Documents (as defined in the attached Appendix 1) ("Liability" and together the "Liabilities")

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

Barclays Bank PLC C/O Gary Brine, 7th Floor, The North Colonnade, Canary Wharf, London (the "Security Agent")

Postcode E14 4BB

Presentor's name address and reference (if any)

Pinsent Masons LLP
3 Colmore Circus
Birmingham
B4 6BH
MH08/04002 07511/L004

Doc. 21815647.1

Time critical reference

For official Use (02/00)
Mortgage Section

WEDNESDAY



A1DOKYQK

A69

09/04/2008

330

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see the attached Appendix 2

Please do not
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this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed Pinsent Masons LLP

Date 8/4/08

On behalf of ~~XXXXXXXX~~ [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**

APPENDIX 1
Definitions

"Accession Letter"	means a document substantially in the form set out in schedule 7 (<i>Form of Accession Letter</i>) of the Facilities Agreement
"Account"	means any account opened or maintained by the Chargor at any bank or financial institution
"Acquisition Agreement"	means the sale and purchase agreement dated on or about 3 April 2008 relating to the sale and purchase of the Target Shares and made between Spitfire Bidco Limited and each Vendor (as defined in the Acquisition Agreement)
"Affiliate"	means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company
"Agent"	means Barclays Bank PLC
"Ancillary Document"	means each document relating to or evidencing the terms of an Ancillary Facility
"Ancillary Facility"	means any ancillary facility made available by an Ancillary Lender in accordance with clause 6 (<i>Ancillary Facilities</i>) of the Facilities Agreement
"Ancillary Lender"	means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with clause 6 (<i>Ancillary Facilities</i>) of the Facilities Agreement
"Arranger"	means Barclays Leveraged Finance, HSBC Bank PLC, National Australia Bank Limited (ABN 12 004 044 937) and The Royal Bank Of Scotland plc (together the " Arrangers ")
"Assigned Account"	means any Holding Account and any Mandatory Prepayment Account (each as more particularly defined in the Debenture) (and any renewal or redesignation of such accounts) and any other Account that may from time to time be agreed by the Security Agent and the Parent to be an Assigned Account
"Charged Property"	means all the assets and undertaking of the Chargor which from time to time are, or purport to be, the subject of the security created in favour of the Security Agent by or pursuant to the Debenture
"Company Intra-Group Loan Agreement"	means the loan agreement between the Chargor and certain other members of the Group pursuant to which those members of the Group have or will make available a facility to the Chargor up to a maximum aggregate principal amount at least equal to the

aggregate principal amount of (plus interest on) the Facilities

"Compliance Certificate" means a certificate substantially in the form set out in schedule 9 (*Form of Compliance Certificate*) of the Facilities Agreement

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

"Enforcement Action" means -

- (a) the acceleration of any Liability or any declaration that any Liability is prematurely due and payable or payable on demand (other than as a result of it becoming unlawful for a Secured Finance Party to perform its obligations under, or of any mandatory prepayment arising under, the Secured Finance Documents) or the premature termination or close out of any Hedging Liability,
- (b) the taking of any steps to enforce or require the enforcement of any Transaction Security (including the crystallisation of any floating charge forming part of the Transaction Security under clause 4.1.1 (*Crystallisation by Notice*) and clause 4.2 (*Crystallisation Automatic*) of the Debenture),
- (c) the making of any demand against any Obligor in relation to any guarantee, indemnity or other assurance against loss in respect of any Liability (including exercising any put or call option against any Obligor for the redemption or purchase of any Liability),
- (d) the exercise of any right of set-off against any Obligor in respect of any Liability excluding any right of set-off pursuant to a netting arrangement under an Ancillary Facility or under a Hedging Agreement,
- (e) the suing for, commencing or joining of any legal or arbitration proceedings against any Obligor to recover any Liability, or
- (f) the petitioning, applying or voting for, or the taking of any steps which may lead to any administration, winding-up, insolvency or dissolution of or in relation to any Obligor

"Enforcement Date" means the date on which the Security Agent or any other Secured Finance Party first takes Enforcement Action

"Event of Default" means any event or circumstance specified as such in clause 25 (*Events of Default*) of the Facilities

Agreement

"Facilities Agreement"	means the facilities agreement dated on or about the date of the Debenture and made between Spitfire Holdings Limited, the Original Borrowers, the Original Guarantors, Barclays Leveraged Finance and others as arranger, the Original Lenders, Barclays Bank PLC as Agent and Barclays Bank PLC as Security Agent
"Facilities"	means Facility A, Facility B and Facility C
"Facility A"	means the term loan facility made available under the Facilities Agreement as described in clause 2 1(a)(i) of the Facilities Agreement
"Facility B"	means the term loan facility made available under the Facilities Agreement as described in clause 2 1(a)(ii) of the Facilities Agreement
"Facility C"	means the term loan facility made available under the Facilities Agreement as described in clause 2 1(a)(iii) of the Facilities Agreement
"Fee Letter"	<p>means</p> <p>(a) any letter or letters dated on or about April 3 2008 between the Arranger and the Parent (or the Agent and the Parent or the Security Agent and the Parent) setting out any of the fees referred to in clause 14 (<i>Fees</i>) of the Facilities Agreement, and</p> <p>(b) any agreement setting out fees payable to a Finance Party referred to in clause 14 6 (<i>Interest, commission and fees on Ancillary Facilities</i>) of the Facilities Agreement or under any other provision of it or any other Finance Document</p>
"Finance Document"	means the Facilities Agreement, any Accession Letter, any Ancillary Document, the Chargor Intra-Group Loan Agreement, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Agent and the Parent
"Finance Party"	means the Agent, the Arranger, the Security Agent, a Lender, a Hedge Counterparty or any Ancillary Lender
"Fixed Plant and Equipment"	means all plant, machinery or equipment of the Chargor of any kind which does not for any reason constitute a Fixture but is at the date of the Debenture or at any time directly or indirectly attached by any

	means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building
"Fixtures"	means all things of any kind at the date of the Debenture or at any time affixed to land for any purpose, including without limitation, trade and tenants fixtures
"Group"	means the Chargor, the Target and each of their respective Subsidiaries for the time being
"Hedge Counterparty"	<p>means each of -</p> <ul style="list-style-type: none">(a) the banks and financial institutions whose names and addresses are set out in Part 3 of Schedule 1 of the Intercreditor Agreement (<i>The Hedge Counterparties</i>), and(b) any Senior Creditor or an Affiliate of a Senior Creditor which has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of it
"Hedging Agreement"	means each master agreement, confirmation or other document evidencing any Hedging Transaction provided by a Hedge Counterparty to Spitfire Bidco Limited
"Hedging Liabilities"	means all present and future sums, liabilities and obligations (whether actual or contingent) payable or owing by any Obligor or other member of the Group to any Hedge Counterparty under or in connection with any Hedging Agreement (whether or not matured and whether or not liquidated)
"Hedging Transaction"	means a foreign exchange transaction, swap transaction, cross currency transaction or derivative transaction agreed to be a Hedging Transaction by the Agent (prior to the Senior Discharge Date)
"Holding Account"	<p>means an account</p> <ul style="list-style-type: none">(a) held in England and Wales by a member of the Group with the Agent or Security Agent,(b) identified in a letter between the Parent and the Agent as a Holding Account, and(c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Security Agent, <p>(as the same may be redesignated, substituted or</p>

replaced from time to time)

"Holding Company"	means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary
"Insurances"	means, together with those insurance policies details of which are set out in Schedule 4 to the Debenture, any policy of insurance or assurance, including, without limitation, each Key-man Policy when put in place
"Intellectual Property"	<p>means together with, but not limited to, the intellectual property details of which are set out in Schedule 5 to the Debenture, any of the following -</p> <ul style="list-style-type: none">(a) any registered intellectual property right in any territory or jurisdiction, including, without limitation, patents, trade marks, service marks, registered designs, and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above,(b) any invention, copyright, design right or performance right,(c) any trade secrets, know-how and confidential information, and(d) the benefit of any agreement or licence for the use of any such right
"Intercreditor Agreement"	means the intercreditor agreement dated 3 April 2008 and made between the Parent, the other Obligors, Barclays Bank PLC as Security Agent, Barclays Bank PLC as senior agent, Barclays Bank PLC and others as arrangers, the Lenders, the Ancillary Lenders, the Hedge Counterparties, the Investor Loan Note Holders, the Management Loan Note Holders and others
"Investor Loan Notes"	as defined in the Intercreditor Agreement
"Investor Loan Notes Holders"	means the holders of any Investor Loan Notes from time to time
"Key-man Policy"	means a key-man life assurance policy (in form and substance satisfactory to the Agent and with such insurer as the Agent may reasonably approve) taken out and maintained by Spitfire Bidco Limited in respect of the death, disability and critical illness of those individuals listed in the Debenture
"Land"	means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated including, without limitation, any buildings and Fixtures on land, and the benefit of any covenants or

rights owed to any person or enforceable by him by virtue of the ownership possession or occupation of land but for these purposes "Land" excludes heritable property situated in Scotland

"Lender"

means

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with clause 26 (*Changes to the Lenders*) of the Facilities Agreement,

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

"Loose Plant and Equipment"

means, in relation to the Chargor, all plant, machinery, equipment and motor vehicles at the date of the Debenture or at any time owned by the Chargor as a capital asset which is not Fixed Plant and Equipment

"Management Investor Loan Notes"

as defined in the Intercreditor Agreement

"Management Investor Loan Notes Holders"

means the holders of any Management Investor Loan Notes from time to time

"Mandatory Prepayment Account"

means an interest-bearing account

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

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

"Monetary Claims"

means all ~~book and other debts~~ and monetary claims at the date of the Debenture or in the future owing to the Chargor (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent including, without limitation, credit balances on any Account, and together with all cheques, bills of exchange, negotiable

	instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt
"Obligor"	means the members of the Group specified in Part 1 of Schedule 1 of the Intercreditor Agreement and any other member of the Group which owes any liability to any Secured Finance Party
"Original Borrowers"	means the companies set out in Part A of Part 2 of Appendix 2
"Original Guarantors"	means the companies set out in Part A of Part 2 of Appendix 2
"Original Lenders"	means the companies set out in Part B of Part 2 of Appendix 2
"Parent"	means Spitfire Holdings Limited (Company Number 6537663)
"Party"	means a party to the Facilities Agreement
"Receiver"	means any receiver, receiver and manager or administrative receiver of the whole or any part of the Charged Property
"Related Rights"	means in relation to any Charged Property <ul style="list-style-type: none">(a) the proceeds of sale of any part of that Charged Property,(b) all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property,(c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that Charged Property, and(d) any moneys and proceeds paid or payable in respect of that Charged Property
"Resignation Letter"	means a letter substantially in the form set out in schedule 8 (<i>Form of Resignation Letter</i>) of the Facilities Agreement
"Secured Finance Documents"	means the Finance Documents and the Hedging Agreements
"Secured Finance Parties"	means a Senior Creditor or a Hedge Counterparty as the case may be or the context requires (together the "Secured Finance Parties")
"Secured Party"	means each Finance Party from time to time party to

	the Facilities Agreement and any Receiver or Delegate
"Securities"	<p>means all the right, title and interest of the Chargor at the date of the Debenture, or in the future, in any -</p> <ul style="list-style-type: none">(a) stocks, shares, bonds, debentures, loan stocks, or other securities issued by any person,(b) warrants, options or other rights to subscribe, purchase or otherwise acquire any stocks, shares, bonds, debentures, loan stocks or other securities or investments issued by any person, and(c) units or other interests in any unit trust or collective investment, <p>other than the Shares</p>
"Security Agent"	includes the Security Agent's successors in title and any successor appointed in accordance with the Secured Finance Documents
"Security"	means a mortgage, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect
"Selection Notice"	means a notice substantially in the form set out in part 2 of schedule 3 (<i>Requests</i>) of the Facilities Agreement given in accordance with clause 12 (<i>Interest Periods</i>) of the same in relation to a Term Facility
"Senior Creditor"	<p>means each of -</p> <ul style="list-style-type: none">(a) the banks and financial institutions whose names and addresses are set out in Part 2 of Schedule 1 (<i>The Senior Creditors</i>) of the Intercreditor Agreement in their capacity as Lenders and/or Ancillary Lenders under the Facilities Agreement,(b) the Arranger, the Agent and (until the Senior Discharge Date) the Security Agent, and(c) any successor, transferee, replacement or assignee of any of the above, <p>(together the "Senior Creditors")</p>
"Senior Default"	means an Event of Default
"Senior Discharge Date"	means the date on which the Agent is satisfied that all the Senior Liabilities and Hedging Liabilities have been fully and irrevocably paid and discharged (including, without limitation, any conditional or unmatured

obligations but excluding any Senior Liabilities which are specified to be repayable on demand (other than by reason of any Senior Default)), no Senior Creditor is under any further obligation to advance any credit or other facilities to any Obligor or other member of the Group under any Finance Document and all obligations of the Hedge Counterparties under the Hedging Agreements have been terminated

"Senior Liabilities"	means all present and future sums, liabilities and obligations (whether actual or contingent) payable or owing by any Obligor or other member of the Group to any of the Senior Creditors under or in connection with any Finance Document (whether or not matured and whether or not liquidated)
"Shares"	means all of the shares in the capital of each of the companies specified in Schedule 3 to the Debenture held by, to the order of or on behalf of, the Chargor at any time
"Specific Contracts"	means the Acquisition Agreement and the Hedging Agreements and the Chargor Intra-Group Loan Agreement
"Subsidiary"	<p>of a company or corporation means any company or corporation</p> <p>(a) which is controlled, directly or indirectly by the first-mentioned company or corporation, or</p> <p>(b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first-mentioned company or corporation, or</p> <p>(c) which is a subsidiary of another subsidiary of the first mentioned company or corporation,</p> <p>and, for these purposes, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body</p>
"Target"	means DTB Holdings Limited, a company incorporated under the law of England and Wales with registered number 5495859
"Target Shares"	means all of the shares of Target in respect of the share capital of Target
"Term Facility"	means Facility A, Facility B or Facility C
"Transaction Security"	means the Security created or expressed to be created in favour of the Security Agent pursuant to the Transaction Security Documents
"Transaction Security"	means the Debenture together with any other document entered into by any Obligor creating or expressed to

Documents"

create any Security in favour of any Secured Party in relation to the obligations of any Obligor under any Finance Document,

"Utilisation Request"

means a notice substantially in the relevant form set out in part 1 of schedule 3 (*Requests*) of the Facilities Agreement

APPENDIX 2

1 Short particulars of all the property mortgaged or charged

CHARGES

- 1 1 As continuing security for payment of the Liabilities, the Chargor with full title guarantee charged all its right, title and interest from time to time in each of the following assets -
- 1 1 1 by way of first legal mortgage all Land which is described in Schedule 2 to the Debenture and all other Land vested in the Chargor at the date of the Debenture,
- 1 1 2 by way of first fixed charge all other Land vested in the Chargor at the date of the Debenture (to the extent not effectively charged by Clause 1 1 1 above) and all Land acquired by the Chargor after the date of the Debenture,
- 1 1 3 by way of equitable mortgage or (if or to the extent that the Debenture does not take effect as a mortgage) by way of first fixed charge the Shares,
- 1 1 4 by way of first fixed charge -
- (a) the Securities,
 - (b) the Intellectual Property,
 - (c) the Monetary Claims, ✓
 - (d) the Fixed Plant and Equipment,
 - (e) the Loose Plant and Equipment,
 - (f) the Accounts (other than the Assigned Accounts),
 - (g) the Related Rights under or in connection with the Shares, the Securities, the Accounts (other than the Assigned Accounts), the Intellectual Property, the Monetary Claims, the Fixed Plant and Equipment and the Loose Plant and Equipment,
 - (h) to the extent not assigned or effectively assigned by Clause 1 2 below, the Specific Contracts, the Insurances, the Assigned Accounts and other agreements and all Related Rights in respect of such Charged Property, and
 - (i) its present and future goodwill and uncalled capital, ✓
- 1 1 5 by way of first floating charge the whole of the Chargor's undertaking and assets, at the date of the Debenture and in the future and wherever situated, which are not for any reason effectively charged or assigned (whether in law or equity) by way of fixed security by the Debenture, including, without limitation, any heritable property of the Chargor situated in Scotland
- 1 2 Pursuant to Clause 3 3 of the Debenture the Chargor with full title guarantee assigned absolutely, but subject to the right of the Chargor to redeem such assignment upon the full payment or discharge of the Liabilities, its right, title and interest from time to time in each of the following assets -

- 1 2 1 the Specific Contracts,
- 1 2 2 the Insurances,
- 1 2 3 the Assigned Accounts, and
- 1 2 4 all rights under any agreement to which it is a party and which is not mortgaged or charged under Clause 1 1 above,

together with all Related Rights in respect of such Charged Property, provided that the Chargor is entitled until the Enforcement Date to exercise all rights assigned under Clause 3 3 of the Debenture (subject to the terms of the Secured Finance Documents) and the Security Agent will reassign any such rights to the extent necessary to enable the Chargor to do so

- 1 3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by the Debenture

2 CRYSTALLISATION OF FLOATING CHARGE

2 1 Crystallisation By Notice

The Security Agent may at any time by notice in writing to the Chargor convert the floating charge created by Clause 1 1 5 above with immediate effect into a fixed charge as regards any property or assets specified in the notice if -

- 2 1 1 the Enforcement Date has occurred, or
- 2 1 2 the Security Agent considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process, or
- 2 1 3 the Security Agent considers that it is necessary in order to protect the priority of the Security created by or pursuant to the Debenture

2 2 Crystallisation: Automatic

The floating charge created by Clause 1 1 5 above will automatically be converted (without notice) with immediate effect into a fixed charge as regards all of the undertaking and assets subject to the floating charge if -

- 2 2 1 the Chargor creates or attempts to create any Security (other than as permitted pursuant to the terms of the Secured Finance Documents) over any of the Charged Property, or
- 2 2 2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Property, or
- 2 2 3 any step is taken (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of the Chargor, over all or any part of its assets, or if such person is appointed

2 3 Crystallisation: Moratorium where directors propose voluntary arrangement

The floating charge created by Clause 1 1 5 above may not be converted into a fixed charge solely by reason of

2 3 1 the obtaining of a moratorium, or

2 3 2 anything done with a view to obtaining a moratorium,

under Schedule A1 to the Insolvency Act 1986

3 RESTRICTIONS ON DEALING

3 1 The Chargor has undertaken that it shall not, at any time during the subsistence of the Debenture, create or permit to subsist any Security over all or any part of the Charged Property, except as expressly permitted under the terms of the Secured Finance Documents

3 2 The Chargor has undertaken that it shall not (and shall not agree to) at any time during the subsistence of the Debenture, except as expressly permitted under the terms of the Secured Finance Documents, sell, transfer, assign, lease or hire out, factor, discount, licence, lend, part with its interest in or otherwise dispose of any of the Charged Property or permit the same to occur, or agree to do any of the foregoing, provided that, until -

3 2 1 the floating charge created by Clause 1 1 5 above and described in paragraph 1 1 5 above is converted into a fixed charge, or

3 2 2 the occurrence of the Enforcement Date,

the Chargor may hold, enjoy and deal with, in accordance with the Secured Finance Documents, the Charged Property which is not at the relevant time expressed to be subject to a fixed charge or mortgage

2 The original parties

Part A

Name of Original Borrower	Jurisdiction of incorporation and registration number (or equivalent, if any)
Spitfire Holdings Limited	England and Wales, 6537663
Spitfire Bidco Limited	England and Wales, 6537976
DTB Holdings Limited	England and Wales, 5495859
Bullock Construction Limited	England and Wales, 0545646

Name of Original Guarantor	Jurisdiction of incorporation (if other than England and Wales) and registration number (or equivalent, if any)
Spitfire Holdings Limited	England and Wales, 6537663
Spitfire Bidco Limited	England and Wales, 6537976
DTB Holdings Limited	England and Wales, 5495859
Bullock Construction Limited	England and Wales, 0545646

Part B

The Original Lenders

Name of Original Lender
Barclays Bank PLC
HSBC Bank PLC
National Australia Bank Limited (ABN 12 004 044 937)
The Royal Bank of Scotland plc as agent for National Westminster Bank plc



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 6537663
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 3 APRIL 2008
AND CREATED BY SPITFIRE HOLDINGS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY 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 9 APRIL 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 APRIL 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES