

MG01

Particulars of a mortgage or charge



374278/76

A fee is payable with this form.

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is**
You cannot use this form to register
particulars of a charge on a
company. To do this use form
MG01s

FRIDAY



AO9 06/08/2010 386
COMPANIES HOUSE

Please

ov uk

1

Company details

Company number 0 7 2 5 8 5 5 4

Company name in full PROJECT MAGNUM LIMITED ("Parent")

For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation 03 00 00 07 12 10 11 10

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Composite debenture dated 30 July 2010 between (1) the Original Charging
Companies (as defined below) (including the Parent) and (2) Lloyds TSB
Bank plc ("Security Agent") ("Debenture")

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

All present and future obligations and liabilities
(whether actual or contingent and whether owed
jointly or severally or alone or in any other
capacity whatsoever) of any present or future Group
Company (as defined below) to the Security Agent
and/or the other Secured Parties (as defined below)
(or any of them) under or pursuant to any Finance
Document (as defined below) (including all monies
covenanted to be paid under the Debenture) but in
the case of the BACS Facility Letter (as defined
below) only, the Secured Obligations shall be
limited to £3,000,000 ("Secured Obligations")

Continuation page

Please use a continuation page if
you need to enter more details

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name Lloyds TSB Bank plc

Address 10 Gresham Street

London

Postcode E C 2 V 7 A E

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars

1 Fixed security

1 1 Fixed charges

The Parent with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 as continuing security for payment of the Secured Obligations charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest (such interest to be subject to any Permitted Security (as defined below))

(a) by way of first legal mortgage

(1) the Real Property (as defined below) (if any) specified in part 1 of schedule 2 of the Debenture, and

(11) all other Real Property (if any) at the date of the Debenture vested in, or charged to the Parent (not charged by clause 4 1.(a)(1) of the Debenture (more particularly described at paragraph 1.1(a)(1) above),

(b) by way of first fixed charge

(1) all other Real Property and all interests in Real Property (not charged by clause 4 1 (a) of the Debenture (more particularly described at paragraph 1.1.(a)(1) above);

(11) all licences to enter upon or use land and the benefit of all other agreements relating to land, and

(111) the proceeds of sale of all Real Property,

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

Nil

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

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Signature

Please sign the form here

Signature

Signature

X DLA Piper UK LLP X

This form must be signed by a person with an interest in the registration of the charge

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Clare Connelly

Company name DLA Piper UK LLP

Address Princes Exchange

Princes Square

Post town Leeds

County/Region West Yorkshire

Postcode L S 1 4 B Y

Country

DX DX: 12017 LEEDS 1

Telephone 0113 369 2478



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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(c) by way of first fixed charge all plant and machinery (not charged by clause 4.1 (a) or 4 1(b) of the Debenture (more particularly described at paragraph 1 1 (b) above)) and the benefit of all contracts, licences and warranties relating to the same,

(d) by way of first fixed charge

(1) all computers, vehicles, office equipment and other equipment (not charged by clause 4 1(c) of the Debenture (more particularly described at paragraph 1 1 (c)), and

(11) the benefit of all contracts, licences and warranties relating to the same,

other than any which are for the time being part of the Parent's stock-in-trade or work-in-progress,

(e) by way of first fixed charge:

(1) the Charged Securities (as defined below) referred to in part 2 of schedule 2 of the Debenture,

(11) all other Charged Securities (not charged by clause 4 1 (e)(1) of the Debenture (more particularly described at paragraph 1.1.(e)(1) above)),

in each case, together with (A) all Related Rights (as defined below) from time to time accruing to those Charged Securities and (B) all rights which the Parent may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments (as defined below),

(f) by way of first fixed charge

(1) the Cash Collateral Accounts (as defined below) and all monies at any time standing to the credit of the Cash Collateral Accounts;

(11) the Collection Accounts (as defined below) and all monies at any time standing to the credit of the Collection Accounts, and

(111) all accounts of the Parent with any bank, financial institution or other person at any time not charged by clause 4 1 (f)(1) or 4 1 (f)(11) of the Debenture (more particularly described at paragraph 1 1 (f)(1) or 1 1(f)(11) above) and all monies at any time standing to the credit of such accounts,

in each case, together with all interest from time to time accrued or accruing on such monies and all rights to repayment of any of the foregoing,

(g) by way of first fixed charge

(1) the Intellectual Property (as defined below) (if any) specified in part 4 of schedule 2 of the Debenture, and

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Short particulars	<p>(11) all other Intellectual Property (if any) (not charged by clause 4 1 (g) (1) of the Debenture (more particularly described at paragraph 1 1 (1) above)),</p> <p>(h) to the extent that any Assigned Asset is not effectively assigned under clause 4.2 (Security assignments) of the Debenture (more particularly described at paragraph 1 2 below), by way of first fixed charge, such Assigned Asset,</p> <p>(1) by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture):</p> <p>(1) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Parent or the use of any of its assets, and</p> <p>(11) any letter of credit issued in favour of the Parent and all bills of exchange and other negotiable instruments held by it, and</p> <p>(j) by way of first fixed charge all of the goodwill and uncalled capital of the Parent</p> <p>1.2 Security assignments</p> <p>The Parent assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to</p> <p>(a) the Relevant Contracts (as defined below), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them;</p> <p>(b) each of the following:</p> <p>(1) each present and future Key-man Policy (as defined below);</p> <p>(11) all Insurances (as defined below) specified in part 6 of schedule 2 of the Debenture,</p> <p>(111) all other Insurances (not assigned by clauses 4 2(b) (1) or 4 1(b) (11) of the Debenture (more particularly described at paragraph 1 2(b) (1) or 1.1(b) (11)) above,</p> <p>and all claims under the Insurances and all proceeds of the Insurances, and</p> <p>(c) all other Receivables ((as defined below) not assigned under clauses 4 2(a) or 4 2(b) of the Debenture more particularly described at paragraphs 1 2(a) or 1 2(b) above),</p>	

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save that the exercise of all rights and remedies in connection with such Relevant Contracts and/or Insurances, the exercise of any discretions or judgements, the giving of any waivers or consents and the entitlement to all proceeds and claims arising there from shall, in the absence of an Event of Default (as defined below) which is continuing, be exercised at the discretion of the Parent subject always to the provisions of the Facilities Agreement (as defined below). To the extent that any Assigned Asset (as defined below) described in clause 4.2 of the Debenture (more particularly described in this paragraph 1.2) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Parent to any proceeds of the Insurances

2 Floating charge

The Parent charges and agrees to charge (subject to any Permitted Security (as defined below)), by way of first floating charge, all of its present and future:

(a) assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charged or assigned pursuant to paragraph 1.1 (Fixed charges), paragraph 1.2 (Security assignment) or any other provision of the Debenture; and

(b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland

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Note 1 - Restrictive covenants

1 The Parent shall not do (or agree to do) any of the following without the prior written consent of the Security Agent

1 1 create or permit to subsist any Security or Quasi-Security (as defined below) on any Security Asset except where such interest is constituted by a Permitted Security; or

1 2 sell, transfer, lend, lease or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset except for a Permitted Disposal (as defined below)

2 The Parent shall

2 1 not, except with the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed) enter into any onerous or restrictive obligation affecting any Security Assets (except as expressly permitted under the Facilities Agreement),

2 2 not do, cause or permit to be done anything which may to a material extent depreciate, jeopardise or otherwise prejudice the value or marketability of any Security Asset (or make any omission which has such an effect)

3 The Parent shall not

3 1 except with the prior written consent of the Security Agent (such consent not to be unreasonably withheld) or as expressly permitted under the Facilities Agreement

3 1 1 confer on any person any lease or tenancy of any of the Real Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power),

3 1 2 confer on any person any right or licence to occupy any land or buildings forming part of the Real Property, or

3 1 3 grant any licence to assign or sub-let any part of the Real Property,

3 2 carry out any development within the meaning of the Planning Acts in or upon any part of the Real Property without first obtaining such permissions as may be required under or by virtue of the Planning Acts and, in the case of development involving a substantial change in the structure of, or a change of use of, any part of the Real Property, without first obtaining the written consent of the Security Agent,

3 3 do, or knowingly permit to be done, anything as a result of which any lease may be liable to forfeiture or otherwise be determined

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4 Whilst an Event of Default is continuing, the Parent shall not withdraw, attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Collection Account without the prior written consent of the Security Agent and the Security Agent shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer

5. The Parent shall not withdraw or attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Cash Collateral Account unless expressly permitted to do so under the Facilities Agreement or the Intercreditor Agreement or with the prior written consent of the Security Agent and the Security Agent shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer

6 The Parent shall not, except as permitted under any Finance Documents, or with the prior written consent of the Security Agent, amend or waive any term of any Relevant Contract, terminate any Relevant Contract or release any other party from its obligations under any Relevant Contract where such action would contravene the provisions of the Facilities Agreement.

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Note 2 - Receiver

The Debenture contains the power to appoint a receiver, receiver and manager (or if permissible by law) an administrative receiver of all or any part of the Security Assets and/or of the Security Assets

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Note 3 - Power of attorney

The Debenture contains a power of attorney by way of security in favour of the Security Agent and any receiver.

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Definitions

"Accession Letter" means a document substantially in the form set out in schedule 7 (*Form of Accession Letter*) of the Facilities Agreement;

"Accounting Principles" means generally accepted accounting principles in the UK (which for the avoidance of doubt, includes IFRS),

"Acquisition" means the acquisition by the Company of the Target Shares on the terms of the Acquisition Documents,

"Acquisition Agreement" means the sale and purchase agreement dated on or about the Exchange Date relating to the sale and purchase of the Target Shares and made between the Company and the Sellers,

"Acquisition Disclosure Letter" means the Disclosure Letter as defined in the Acquisition Agreement,

"Acquisition Documents" means the Acquisition Agreement, the Acquisition Disclosure Letter, the Exchange Agreement, the Tax Covenant and any other document designated as an **"Acquisition Document"** by the Agent and the Parent,

"Additional Borrower" means a company which becomes an Additional Borrower in accordance with clause 30 (*Changes to the Obligators*) of the Facilities Agreement;

"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with clause 30 (*Changes to the Obligators*) of the Facilities 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 Lloyds TSB 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 7 (*Ancillary Facilities*) of the Facilities Agreement,

"Ancillary Lender" means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with clause 7 (*Ancillary Facilities*) of the Facilities Agreement;

"Arrangers" means Lloyds TSB Bank plc and HSBC Bank plc,

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"Assigned Assets" means the Security Assets expressed to be assigned by way of security pursuant to clause 4.2 (*Security assignments*) of the Debenture,

"Assignment Agreement" means an agreement substantially in the form set out in schedule 6 (*Form of Assignment Agreement*) of the Facilities Agreement or any other form agreed between the relevant assignor and assignee,

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,

"BPE" means Barclays Private Equity Limited (company number 01125740),

"BACS Facility Letter" means the facility letter dated on or around the Closing Date pursuant to which the (Bank of Scotland plc) as an Affiliate of a Lender will make available a BACS facility to the Group and any renewal, amendment or replacement of such letter at any time;

"Base Currency" means Sterling,

"Borrower" means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 30 (*Changes to the Obligors*) of the Facilities Agreement;

"Cash Collateral Accounts" means each

(a) Mandatory Prepayment Account, and

(b) each Holding Account,

(each as defined in the Facilities Agreement and including but not limited to the accounts (if any) specified as such in part 3 of schedule 2 of the Facilities Agreement,

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities,

"Charged Securities" means:

(a) the securities specified in part 2 of schedule 2 of the Debenture being 1 ordinary share of £1.00 held in the Company, and

(b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of this Debenture) now or in future owned (legally or beneficially) by the Parent, held by a nominee, trustee, fiduciary or clearance system on its behalf or in which the Parent has an interest at any time,

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"Closing Date" means the date on which Completion occurs,

"Collection Account" has the meaning given to that term in clause 11 8(a) (111) of the Debenture,

"Company" means Project Magnum (Bidco) Limited, a company incorporated and registered under the laws of England and Wales with number 07321610,

"Completion" means the completion of the Acquisition in accordance with clause 5 of the Acquisition Agreement,

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

"Consideration Loan Note Holders" means the holders of any Consideration Loan Notes from time to time,

"Consideration Loan Note Instruments" means the three instruments in the agreed form pursuant to which the Consideration Loan Notes are, or are to be, constituted,

"Consideration Loan Notes" means.

(a) the £2,500,000 series B fixed rate secured loan notes due 29 June 2018 of the Company issued to Close Brothers Private Equity Limited,

(b) the £11,328,650 series D fixed rate unsecured loan notes due 29 June 2018 of the Company issued to Andrew Spencer and Brian McMillan, and

(c) the £4,219,058 series C fixed rate unsecured loan notes due 29 June 2018 of the Company issued to Alan Henderson, Richard Summers and Philip Morris,

"Constitutional Documents" means the memorandum and articles of association of the Parent in the agreed form,

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

"Disposal" has the meaning given to the term in clause 10 2 (*Disposal, Insurance and Acquisition Proceeds and Excess Cashflow*) of the Facilities Agreement,

"Disposal Proceeds" has the meaning given to that term in clause 10 2 (*Disposal, Insurance and Acquisition Proceeds and Excess Cashflow*) of the Facilities Agreement,

"Equity Disclosure Letter" means a disclosure letter in the agreed form dated on or around the Exchange Date relating to the Investment Documents,

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"Event of Default" means any event or circumstance specified as such in clause 27 (*Events of Default*) of the Facilities Agreement,

"Exchange Agreement" has the meaning given to that term in the Investment Agreement;

"Exchange Date" means 30 July 2010,

"Facilities Agreement" means the senior term and revolving facilities agreement dated 30 July 2010 and made between, (1) the Parent, (2) the Company, (3) the Original Borrowers, (4) the Original Guarantors, (5) Lloyds TSB Bank plc and HSBC Bank plc as joint mandated lead arrangers, (6) the Original Lenders, (7) the Agent and (8) the Security Agent pursuant to which the Original Lenders agreed to make certain facilities available to the Borrowers

"Facility A" means the term loan facility made available under the Facilities Agreement as described in clause 2 1(a)(1) of the Facilities Agreement,

"Facility A Commitment" means

(a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "*Facility A Commitment*" in part 3 of schedule 1 (*The Original Parties*) of the Facilities Agreement and the amount of any other Facility A Commitment transferred to it under the Facilities Agreement or assumed by it in accordance with clause 2 2 (*Increase*) of the Facilities Agreement; and

(b) in relation to any other Lender, the amount in the Base Currency of any Facility A Commitment transferred to it under the Facilities Agreement or assumed by it in accordance with clause 2 2. (*Increase*) of the Facilities Agreement;

"Facility A Loan" means a loan made or to be made under Facility A or the principal amount outstanding for the time being of that loan,

"Facility B" means the term loan facility made available under the Facilities Agreement as described in clause 2 1(a)(11) of the Facilities Agreement;

"Facility B Commitment" means:

(a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "*Facility B Commitment*" in part 3 of schedule 1 (*The Original Parties*) of the Facilities Agreement and the amount of any other Facility B Commitment transferred to it under the Facilities Agreement or assumed by it in accordance with clause 2.2 (*Increase*) of the Facilities Agreement, and

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(b) in relation to any other Lender, the amount in the Base Currency of any Facility B Commitment transferred to it under the Facilities Agreement or assumed by it in accordance with clause 2 2 (Increase) of the Facilities Agreement,

"Facility B Loan" means a loan made or to be made under Facility B or the principal amount outstanding for the time being of that loan,

"Fee Letter" means

(a) any letter or letters dated on or around the Exchange Date between the Arrangers 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 15 (Fees) of the Facilities Agreement, and

(b) any agreement setting out fees payable to a Finance Party referred to in clause 2 2 or clause 16 5 (Interest, commission and fees on Ancillary Facilities) or under any other provision of the Facilities Agreement or any other Finance Document,

"Finance Document" means the Facilities Agreement, any Accession Letter, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, the BACS Facility Letter, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request, any Assignment Agreement and any other document designated as a "Finance Document" by the Agent and the Parent provided that where the term "Finance Document" is used in, and construed for the purposes of, the Facilities Agreement or the Intercreditor Agreement, a Hedging Agreement shall be a Finance Documents only for the purposes of

(a) the definition of **"Material Adverse Effect"** in the Facilities Agreement,

(b) paragraphs (a) to (f) inclusive of the definition of **"Permitted Transaction"** in the Facilities Agreement,

(c) the definition of **"Transaction Document"** in the Facilities Agreement,

(d) the definition of **"Transaction Security Document"** in the Facilities Agreement,

(e) clause 1 2(a)(v) of the Facilities Agreement,

(f) clause 21 (Guarantee and indemnity) of the Facilities Agreement,

(g) clause 27 (Events of Default) (other than 27 16(b)) and clause 27 20 (Rights on a default) of the Facilities Agreement,

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"Finance Lease" means any lease or hire purchase contract which would, in accordance with the Accounting Principles, be treated as a finance or capital lease,

"Finance Party" means the Agent, the Arrangers, the Security Agent, a Lender, a Hedge Counterparty or any Ancillary Lender provided that where the term "Finance Party" is used in, and construed for the purposes of, the Facility Agreement or the Intercréditor Agreement, a Hedge Counterparty shall be a Finance Party only for the purposes of

(a) the definition of **"Secured Parties"** in the Facilities Agreement,

(b) clause 2.1(a)(1) of the Facilities Agreement,

(c) paragraph (d) of the definition of **"Material Adverse Effect"** of the Facilities Agreement,

(d) clause 21 (Guarantee and indemnity) of the Facilities Agreement, and

(e) clause 32 (Conduct of business by the Finance Parties) of the Facilities Agreement,

"Financial Indebtedness" means, without double counting, any indebtedness for or in respect of

(a) monies borrowed and debit balances at banks or other financial institutions,

(b) any acceptance under any acceptance credit or bill discounting facility (or dematerialised equivalent),

(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(d) the amount of any liability in respect of any Finance Lease,

(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis)

(f) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution,

(g) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value as at the relevant date on which the Financial Indebtedness is calculated (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account),

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(h) any amount raised by the issue of shares which are redeemable (other than at the option of the issuer) prior to any Termination Date,

(i) any amount of any liability under an advance or deferred purchase agreement if (A) one of the primary reasons behind entering into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question or (B) the agreement is in respect of the supply of assets or services and payment is due more than 60 days after the date of supply,

(j) any amount raised under any other transaction (including any forward sale or purchase, sale and sale back or sale and leaseback agreement) having the commercial effect of a borrowing, and

(k) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (j) above,

"Financial Year" means the annual accounting period of the Group ending on the last day of Trading Period 13 in each year as shown in part 1 of schedule 14 (*Relevant Dates*) of the Facilities Agreement,

"Group Companies" means the Parent and each of its Subsidiaries from time to time (and each a **"Group Company"**),

"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with clause 30 (*Changes to the Obligors*) of the Facilities Agreement,

"Hedge Counterparty" means a Lender or an Affiliate of a Lender which is or has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the Intercreditor Agreement,

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement (including for the avoidance of doubt, the ISDA Master Agreement) entered into or to be entered into by the Company and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to all or part of the Term Facilities in accordance with the Hedging Letter delivered to the Agent under clause 4.1 (*Initial conditions precedent*) of the Facilities Agreement,

"Hedging Letter" has the meaning given to that term in part 1 of schedule 2 (*Conditions Precedent*) of the Facilities Agreement;

"Holding Account" means an interest bearing account

(a) held in the United Kingdom 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

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(c) subject to Security in favour of the Security Agent which Security is granted under the terms of, or substantially in the same form as, the Transaction Security Documents provided pursuant to clause 4.1 (*Initial conditions precedent*) of the Facilities Agreement,

as the same may be redesignated, substituted or 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,

"IFRS" means international accounting standards within the meaning of IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements,

"Insurances" means all policies of insurance (and all cover notes) which are at any time held by, or written in favour of, the Parent or in which the Parent from time to time has an interest (including, without limitation, all present and future Key-Man Policies and the policies of insurance (if any) specified in part 6 of schedule 2 (*Details of Security Assets*) of the Debenture),

"Intellectual Property" means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Parent and the Parent in, or relating to

(a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and

(b) the benefit of all applications and rights to use such assets of each member of the Group (which may now or in the future subsist),

including, without limitation, the intellectual property rights (if any) specified in any Transaction Security Document or in any schedule to a Transaction Security Document,

"Intercreditor Agreement" means the intercreditor agreement to be dated the same date on the Closing Date and made between the Parent, the other Obligors, the Security Agent, the Agent, the Original Lenders, the Hedge Counterparties, the Investor Loan Note Holders, the Consideration Loan Note Holders, the Vendor Loan Note Holders and certain others,

"Intra-Group Loan Agreement" means the intra group loan agreement evidencing the loan from the Parent to the Company made pursuant to step one of the Tax Structure Paper,

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"Investment Agreement" means the subscription and investment agreement dated 30 July 2010 and made between (1) the Parent, (2) Andrew Spencer and others named therein, (3) Barclays Industrial Investments Limited and others named therein and (4) Barclays Private Equity Limited,

"Investment Documents" means the Investment Agreement, the Constitutional Documents, the Equity Disclosure Letter, the Intra-Group Loan Agreement, the Consideration Loan Notes, the Consideration Loan Note Instruments, the Investor Loan Note Instrument, the Investor Loan Notes, the Vendor Loan Note Instruments and the Vendor Loan Notes;

"Investors" has the meaning given to that term in the Investment Agreement

"Investor Loan Note Holders" means the holders of any Investor Loan Notes from time to time,

"Investor Loan Note Instrument" means the instrument in the agreed form pursuant to which the Investor Loan Notes are, or are to be, constituted,

"Investor Loan Notes" means the £29,086,087 series A fixed rate secured loan notes due 29 June 2018 of the Parent issued to BPE,

"Key-man Policy" means each key-man life assurance policy (in form and substance reasonably satisfactory to the Agent and with such insurer as the Agent may reasonably approve) taken out and maintained by the Parent in respect of the death and disability and/or critical illness of the following individuals and in not less than the following respective amounts and terms,

Name of individual	Amount (£)	Term
Alan Henderson	£1,500,000	Minimum 3 years
Richard Summers	£500,000	Minimum 3 years
Philip Morris	£500,000	Minimum 3 years

and any substitute or replacement policy entered into relating to the same,

"Legal Opinion" means any legal opinion as delivered to the Agent under clause 4.1 (*Initial conditions precedent*) or clause 30 (*Changes to the Obligors*) of the Facilities Agreement,

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"Legal Reservations" means

(a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors,

(b) the time barring of claims under the Limitation Acts, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of UK stamp duty may be void and defences of set-off or counterclaim;

(c) the principle that any provision for the payment of compensation or additional interest which is not a genuine pre-estimate of loss may be unenforceable as a penalty,

(d) the principle that an English court may refuse to give effect to a provision dealing with the cost of litigation brought before any court where the litigation is unsuccessful or the court itself has made an order for costs,

(e) the principle that in certain circumstances security granted by way of fixed charge may be characterised as a floating charge or that security purported to be constituted by an assignment may be recharacterised as a charge,

(f) the principle that the creation or purported creation of Security over any contract or agreement which is subject to a prohibition against transfer, assignment or charging may be void, ineffective or invalid and may give rise to a breach entitling the contracting party to terminate or take any other action in relation to such contract or agreement,

(g) similar principles, rights and defences under the laws of any Relevant Jurisdiction;

(h) any other matters which are set out as qualifications or reservations as to matters of law of general application in the Legal Opinions;

"Lender" means

(a) any Original Lender, and

(b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with clause 2.2 (*Increase*) or clause 28 (*Changes to the Lenders*) of the Facilities Agreement,

which in each case has not ceased to be a Lender in accordance with the terms of the Facilities Agreement,

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"Limitation Acts" means the Limitation Act 1980 and the Foreign Limitation Periods Act 1984,

"Loan" means a Term Loan or a Revolving Facility Loan,

"Majority Lenders" means:

(a) (for the purposes of clause 40.2(a) of the Facilities Agreement in the context of a waiver in relation to a proposed Utilisation of the Revolving Facility (other than a Utilisation on the Closing Date) of the condition in clause 4.2 (*Further conditions precedent*) of the Facilities Agreement, a Lender or Lenders whose Revolving Facility Commitments aggregate $66\frac{2}{3}$ per cent or more of the Total Revolving Facility Commitments, and

(b) (in any other case), a Lender or Lenders whose Commitments aggregate $66\frac{2}{3}$ per cent or more of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated $66\frac{2}{3}$ per cent or more of the Total Commitments immediately prior to that reduction),

"Mandatory Prepayment Account" means an interest-bearing account

(a) held in the United Kingdom by a Borrower 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),

"Material Adverse Effect" means a material adverse effect on:

(a) the ability of an Obligor to perform its payment obligations under any of the Finance Documents (taking into account the resources available to it from other Obligors), or

(b) the ability of an Obligor to perform its obligations under clause 24.2 (*Financial covenants*) of the Facilities Agreement, or

(c) the business, operations, property, assets or financial condition of the Group taken as a whole, or

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Short particulars	<p data-bbox="304 338 1023 371">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="304 434 1485 622">(d) (subject to the Legal Reservations and any requirement to obtain any Authorisation referred to in clause 22 9 (No filing or stamp taxes) of the Facilities Agreement, the validity or enforceability of, or the effectiveness or ranking of any Security and/or subordination granted or purporting to be granted pursuant to any of the Transaction Security Documents,</p> <p data-bbox="304 658 970 687">"Obligor" means a Borrower or a Guarantor,</p> <p data-bbox="304 721 1145 750">"Original Borrower" means the Parent and the Company,</p> <p data-bbox="304 784 1305 813">"Original Charging Companies" means the Parent and the Company;</p> <p data-bbox="304 846 1161 875">"Original Guarantor" means the Parent and the Company;</p> <p data-bbox="304 909 1289 938">"Original Lender" means Lloyds TSB Bank plc and HSBC Bank plc,</p> <p data-bbox="304 972 1485 1066">"Permitted Disposal" means any sale, lease, licence, transfer or other disposal which is (save in the case of a disposal referred to in paragraph (b) below) on arm's length terms</p> <p data-bbox="304 1099 1485 1256">(a) of trading stock, other current assets (including carbon credits, moulds and packaging recovery notes) or cash made by any member of the Group in the ordinary course of trading of the disposing entity or the termination or disposal of any rack rental leasehold interests in the ordinary course of business of the relevant member of the Group,</p> <p data-bbox="304 1290 1485 1350">(b) of any asset by a member of the Group (the "Disposing Company") to another member of the Group (the "Acquiring Company") but if</p> <p data-bbox="304 1384 1485 1444">(i) the Disposing Company is an Obligor, the Acquiring Company must also be an Obligor,</p> <p data-bbox="304 1478 1485 1538">(ii) the Disposing Company had given Security over the asset, the Acquiring Company must give equivalent Security over that asset, and</p> <p data-bbox="304 1572 1485 1666">(iii) the Disposing Company is a Guarantor, the Acquiring Company must be a Guarantor guaranteeing at all times an amount no less than that guaranteed by the Disposing Company,</p> <p data-bbox="304 1700 1485 1955">(c) provided no Event of Default has occurred which is continuing, of assets (other than shares businesses, Real Property, Intellectual Property or other assets the subject of a fixed charge under the Transaction Security) the proceeds of which are applied in exchange for other assets comparable or superior as to type, value and quality as soon as possible but in any event within nine months of receipt or such longer period as the Majority Lenders may agree provided that the aggregate amount of all such Disposals Proceeds shall not exceed £350,000 in any Financial Year,</p>

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"Permitted Security" means

(a) any lien arising by operation of law and in the ordinary course of trading and any similar contractual right which does not as a result of any default or omission by any member of the Group

(b) any netting or set-off arrangement contained in a Hedging Agreement or any other transaction permitted under clause 26 33 (*Treasury Transactions*) of the Facilities Agreement or entered into by any member of the Group with an Ancillary Lender in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of itself and other members of the Group,

(c) any Security or Quasi-Security over or affecting any asset acquired by a member of the Group after the Closing Date if

(1) the Security or Quasi-Security was not created in contemplation of the acquisition of that asset by a member of the Group,

(11) the principal amount secured has not been increased (save by way of capitalisation of interest) in contemplation of or since the acquisition of that asset by a member of the Group, and

(111) the Security or Quasi-Security is removed or discharged within 90 days of the date of acquisition of such asset,

(d) any Security or Quasi-Security over or affecting any asset of any company which becomes a member of the Group after the Closing Date, where the Security or Quasi-Security is created before the date on which that company becomes a member of the Group if

(1) the Security or Quasi-Security was not created in contemplation of the acquisition of that company,

(11) the principal amount secured has not been increased (save by way of capitalisation of interest) in contemplation of or since the acquisition of that company; or

(111) the Security or Quasi-Security is removed or discharged within 90 days of the date of that company becoming a member of the Group,

(e) any Security or Quasi-Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group,

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(f) any Security or Quasi-Security (existing as at the Exchange Date) over assets of any member of the Target Group so long as the Security or Quasi-Security is irrevocably removed or discharged by no later than the Closing Date,

(g) any Quasi-Security arising as a result of a disposal which is a Permitted Disposal, or

(h) any Security or Quasi-Security arising as a consequence of any finance or capital lease permitted pursuant to paragraph (f), (h) or (i) of the definition of "Permitted Financial Indebtedness" of the Facilities Agreement;

(i) any Security granted in the ordinary course of business over rent deposits in respect of the rent liability of any member of the Group, to an aggregate value of £100,000,

(j) any Security in the agreed form granted to the Consideration Loan Note Holders on or around the Closing Date security amounts due under the Consideration Loan Note Instruments provided such security is discharged simultaneously with the issue of the Vendor Loan Notes, or

(k) the Permitted Investor Security (as defined in the Intercreditor Agreement) in the agreed form granted to the Investors or Sellers on or around the Closing Date securing amounts due under the Investor Loan Note Instrument and the Vendor Loan Note Instruments,

"Permitted Transaction" means:

(a) any Disposal required by the terms of the Finance Documents,

(b) any Financial Indebtedness arising under the Finance Documents;

(c) any guarantee or indemnity entered into in favour of any Finance Party under the Finance Documents,

(d) any Security or Quasi-Security granted in favour of any Finance Party under the Finance Documents;

(e) any loan arising under the Finance Documents,

(f) any other transaction permitted under the Finance Documents;

(g) any payments or transaction detailed in the Tax Structure Report or the Exchange Agreement,

(h) the solvent liquidation or reorganisation of any Non-Obligor so long as any payments or assets distributed as a result of such liquidation or reorganisation are distributed to other members of the Group, or

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(1) transactions (other than (1) any sale, lease, licence, transfer or other disposal and (11) the granting or creation of Security or the incurring or permitting to subsist of Financial Indebtedness) conducted in the ordinary course of trading on arm's length terms;

"Planning Acts" means (a) the Town and Country Planning Act 1990, (b) the Planning (Listed Buildings and Conservation Areas) Act 1990, (c) the Planning (Hazardous Substances) Act 1990, (d) the Planning (Consequential Provisions) Act 1990, (e) the Planning and Compensation Act 1991, (f) any regulations made pursuant to any of the foregoing and (g) any other legislation of a similar nature,

"Quasi-Security" has the meaning given to that term in clause 26.15 (Negative pledge) of the Facilities Agreement;

"Real Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to the Parent, or in which the Parent has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of schedule 2 of the Debenture), together with.

(a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon,

(b) all easements, rights and agreements in respect thereof; and

(c) the benefit of all covenants given in respect thereof,

"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Parent (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with

(a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and

(b) all proceeds of any of the foregoing,

"Receiver" means any receiver, receiver and manager or (if permitted by law) administrative receiver of the whole or any part of the Security Assets appointed by the Security Agent under the Debenture;

"Related Rights" means, in relation to any Charged Security

(a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition, and

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(b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

"Relevant Contract" means:

(a) the Acquisition Agreement;

(b) each Hedging Agreement, and

(c) each agreement specified in part 5 of schedule 2 of the Debenture,

together with each other agreement supplementing or amending or novating or replacing the same;

"Relevant Jurisdiction" means, in relation to an Obligor

(a) its jurisdiction of incorporation,

(b) any jurisdiction where any asset subject to or intended to be subject to the Transaction Security to be created by it is situated,

(c) any jurisdiction where it conducts a material part of its business, and

(d) the jurisdiction whose laws govern the perfection of any Transaction Security Document entered into by it,

"Reliance Parties" means the Agent, the Arrangers, the Security Agent, each Hedge Counterparty, each Ancillary Lender and each Original Lender;

"Resignation Letter" means a letter substantially in the form set out in schedule 8 (*Form of Resignation Letter*) of the Facilities Agreement,

"Revolving Facility" means the revolving credit facility made available under the Facilities Agreement as described in clause 2.1(a) of the Facilities Agreement,

"Revolving Facility Commitment" means:

(a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Revolving Facility Commitment" in part 3 of schedule 1 (*The Original Parties*) of the Facilities Agreement and the amount of any other Revolving Facility Commitment transferred to it under this Agreement or assumed by it in accordance with clause 2.2 (*Increase*) of the Facilities Agreement, and

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Short particulars	<p>(b) in relation to any other Lender, the amount in the Base Currency of any Revolving Facility Commitment transferred to it under the Facilities Agreement or assumed by it in accordance with clause 2 2 (Increase) of the Facilities Agreement,</p> <p>to the extent not cancelled, reduced or transferred by it under the Facilities Agreement;</p> <p>"Revolving Facility Loan" means a loan made or to be made under the Revolving Facility or the principal amount outstanding for the time being of that loan,</p> <p>"Secured Parties" means each Finance Party from time to time party to the Facilities Agreement and any Receiver or Delegate,</p> <p>"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;</p> <p>"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture,</p> <p>"Selection Notice" means a notice substantially in the form set out in part 2 of schedule 3 (<i>Requests and Notices</i>) of the Facilities Agreement given in accordance with clause 13 (<i>Interest Periods</i>) of the Facilities Agreement in relation to a Term Facility;</p> <p>"Sellers" has the meaning given to that term in the Acquisition Agreement;</p> <p>"Sterling" and "£" means the lawful currency of the United Kingdom;</p> <p>"Subsidiary" 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>	

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"Target" means Allied Glass Holdings Limited, a company incorporated under the law of England Wales with registered number 04569074,

"Target Group" means the Target and its Subsidiaries,

"Target Shares" means all of the shares of Target,

"Tax Covenant" means the tax covenant document incorporated as schedule 4 to the Acquisition Agreement,

"Tax Structure Report" means the report by PricewaterhouseCoopers LLP dated on or around the date of the Facilities Agreement relating to the acquisition structure on terms acceptable to the Agent and addressed to, and/or capable of being relied on by the Reliance Parties,

"Termination Date" means

(a) in relation to Facility A, 31 May 2016,

(b) in relation to Facility B, 31 May 2017, or

(c) in relation to the Revolving Facility, 31 May 2016;

"Term Facility" means Facility A or Facility B,

"Term Loan" means a Facility A Loan or a Facility B Loan,

"Total Commitments" means the aggregate of the Total Facility A Commitments, the Total Facility B Commitments and the Total Revolving Facility Commitments, being £47,000,000 at the Exchange Date,

"Total Facility A Commitments" means the aggregate of the Facility A Commitments, being £18,500,000 at the Exchange Date,

"Total Facility B Commitments" means the aggregate of the Facility B Commitments, being £18,500,000 at the Exchange Date,

"Total Revolving Facility Commitments" means the aggregate of the Revolving Facility Commitments, being £10,000,000 at the Exchange Date,

"Trading Period" means each of the Group's four or five week trading periods in each Financial Year as detailed in schedule 14 (Trading Periods) of the Facilities Agreement,

"Transaction Documents" means the Finance Documents, the Acquisition Documents and the Investment Documents;

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"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 Documents" means each of the documents specified in

(a) paragraph 3(d) of part 1 of schedule 2 (*Conditions precedent*) of the Facilities Agreement,

(b) paragraph 13 of part 2 of schedule 2 (*Conditions precedent*) of the Facilities Agreement,

(c) clause 26 39(b) of the Facilities Agreement,

together with any other document entered into by any Obligor created or expressed to create any Security in favour of any Finance Party in relation to the obligations of any Obligor under any Finance Document,

"Treasury Transactions" means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price,

"Utilisation" means a Loan,

"Utilisation Request" means a notice substantially in the form set out in part 1 of schedule 3 (*Requests and Notices*) of the Facilities Agreement,

"Vendor Loan Notes" means

(a) the £2,500,000 series B fixed rate secured loan notes due 29 June 2018 of the Parent issued, or to be issued, to Close Bothers Private Equity Limited,

(b) the £2,013,536 series D fixed rate unsecured Loan notes due 29 June 2018 of the Parent issued, or to be issued, to Andrew Spencer and Brian McMillan, and

(c) the £3,934,059 series C fixed rate unsecured loan notes, due 29 June 2018 of the Parent issued, or to be issued, to Alan Henderson, Richard Summers and Philip Morris, and

"Vendor Loan Note Holders" means the holders of any Vendor Loan Notes from time to time.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 7258554
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE DEBENTURE DATED
30 JULY 2010 AND CREATED BY PROJECT MAGNUM LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
ANY GROUP COMPANY TO THE SECURITY AGENT AND/OR
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 25 OF THE
COMPANIES ACT 2006 ON THE 6 AUGUST 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 AUGUST 2010

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES