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COMPANIES FORM No. 410(Scot)

## Particulars of a charge created by a company registered in Scotland

# 410

A fee of £10 is payable to Companies House in respect of  
each register entry for a mortgage or charge.

Pursuant to section 410 of the Companies Act 1985

Please complete  
legibly, preferably in  
black type, or bold  
block letteringTo the Registrar of Companies  
(address overleaf - note 6)

For official use

Company Number

SC043286

Name of company

\* WRG (Midlands) Limited ("the Chargor")

\* Insert full name of  
company

Date of creation of the charge (note 1)

15 December 2004

Description of the instrument (if any) creating or evidencing the charge (note 1)

Bond and Floating Charge ("the Charge")

Amount secured by the charge

Paper Apart 1

Names and addresses of the persons entitled to the charge

The Bank of New York ("the Second Secured Note Trustee")

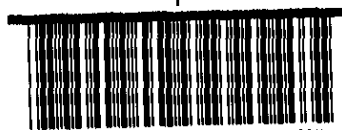
1 Canada Square, 48th Floor, London E14 5AZ

Presentor's name, address,  
telephone number and  
reference (if any):Brodies LLP (AEF)  
15 Atholl Crescent  
Edinburgh EH3 8HA  
Tel: 0131 228 3777  
DX ED10, Edinburgh-1

For official use

Charges Section

Post room

8CT 86KZ1188 0951  
COMPANIES HOUSE 21/12/04

Short particulars of all the property charged.

Please do not write in  
this margin

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

Paper Apart 2

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities  
and any ranking provision (note 2)

Paper Apart 3

A fee of £10 is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or charge.  
(See Note 5)

Particulars as to commission, allowance or discount paid (see section 413(3))

N/A

Signed

*Brookes LLP*

Date *21.12.4*

On behalf of [company] [chargee]†

#### Notes

- 1 A description of the instrument e.g. "Standard Security" "Floating Charge" etc., should be given. For the date of creation of a charge see section 410(5) of the Act. (Examples - date of signing of an Instrument of Charge; date of recording / registration of a Standard Security; date of intimation of an Assignment.)
- 2 In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and / or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.
- 3 A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered.
- 4 A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House 37 Castle Terrace Edinburgh EH1 2EB

† delete as  
appropriate

## **FORM 410 PAPERS APART**

### **WRG (MIDLANDS) LIMITED**

**COMPANY NUMBER SC043286**

#### **PAPER APART 1**

*All present and future obligations and other liabilities of any nature of the Chargor due, owing or incurred under the Second Secured Note Documents (as defined in the Intercreditor Deed) to the Second Secured Creditors and/or any Receiver (including, without limitation under any amendments, supplements or restatements of any of the Second Secured Note Documents or in relation to any new or increased advances or utilisation under the Second Secured Note Documents), and whether indebtedness or liabilities originally owed to all or any of the Second Secured Creditors and/or any Receiver actual or contingent, mature or not matured, liquidated or unliquidated, whether incurred solely or jointly and/or severally or in any other capacity whatsoever and whether as principal or surety, in any currency or currencies, including all interest accruing thereon (calculated in accordance with the Debenture) after as well as before judgement and all costs, charges and expenses incurred in connection therewith which are payable by the Chargor in accordance with the terms of the Second Secured Note Documents, in each case and notwithstanding the provision of the Charge, except for any obligations or liabilities which, if they did form part of the Secured Liabilities, would result in the Charge (or any part thereof) constituting unlawful financial assistance in contravention of section 151 of the Companies Acts 1985, and "Secured Liability" shall be construed accordingly, (the "Secured Liabilities").*

#### **PAPER APART 2**

*The whole of the property, assets and undertaking both present and future (including uncalled capital) from time to time of the Chargor (other than the Leasehold Restricted Properties, the Aldeby Restricted Property, the Cinergy Properties, the Excluded Contracts, the Excluded Insurances, the Excluded Accounts, the Excluded JV Investments, the Excluded Gas Assets and the Excluded Eastcroft Assets in each case defined in the Debenture defined below, in each case in so far as they relate to the Chargor), (the "Assets").*

#### **PAPER APART 3**

*(1) Subject to (3) below, the Charge shall, subject to section 464(2) of the Companies Act 1985, rank in priority to any Fixed Security or any other floating charge other than any Fixed Security or Floating Charge in favour of the **Second Secured Note Trustee**.*

*(2) The Chargor shall not, without the prior written consent of the **Second Secured Note Trustee**, create or permit to exist any Fixed Security or floating charge over all or any part of the Assets other than a Permitted Security Interest (as defined in the Debenture).*

(3) The Charge shall rank ahead of the floating charge constituted by the Debenture for all purposes and at all times.

## **DEFINITIONS**

**Debenture** means the debenture entered into by, inter alios, the Chargor in favour of the Second Secured Note Trustee dated 15 December 2004 forming part of the Finance Documents as defined in the Intercreditor Deed (as amended from time to time).

**Facilities Agreement** means the facilities agreement dated 9 June 2003 between, inter alios, WRG Investments Limited (formerly registered as Cholet Investments Limited), WRG Acquisitions PLC (formerly registered as Cholet Acquisitions Limited), Barclays Capital and Merrill Lynch International, as Joint Mandated Lead Arrangers and Syndication Agents, the Original Lenders and Barclays Bank PLC as Facility Agent and Security Agent as amended pursuant to amendment letters dated 11 June 2003 and 11 August 2003, a waiver and amendment letter dated 29 March 2004, and as amended and restated pursuant by a Supplemental Agreement dated 26 August 2004 and as amended and restated by a second supplemental agreement dated 15 December 2004 and as otherwise amended, restated, novated or supplemented from time to time.

**Fixed Security** shall have the meaning given to it in Section 486 of the Companies Act 1985.

**"Leasehold Restricted Property"** means any leasehold property in Scotland held by the Chargor under a lease the terms of which either preclude absolutely the Chargor from creating any Security Interest over its leasehold interest in such property or require the consent of any third party prior to the creation of such Security Interest where such consent shall not have been previously obtained (each a **"Leasehold Restricted Property"**).

**Party** means a party to the Charge.

**Property** means the same as it does in the Debenture **save that** such Property shall be only that owned by the Chargor and situated in Scotland for the purposes of the Charge.

**Receiver** means an administrative receiver, administrator, receiver and manager or a receiver, in each case, appointed under the Charge.

**Second Secured Note Indenture** means the indenture dated 15 December 2004 between, inter alios, WRG Acquisitions Plc, the Second Secured Note Trustee and the Subsidiary Guarantors identified therein pursuant to which the Second Lien Floating Rate Notes have been issued.



**CERTIFICATE OF THE REGISTRATION  
OF A CHARGE**

Company number 43286

I hereby certify that a charge created by

WRG (MIDLANDS) LIMITED

on 15 DECEMBER 2004

for securing ALL SUMS DUE, OR TO BECOME DUE

in favour of THE BANK OF NEW YORK

was delivered pursuant to section 410 of the Companies Act, 1985,  
on 21 DECEMBER 2004 given at Companies House, Edinburgh  
22 DECEMBER 2004



**C O M P A N I E S   H O U S E**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**