

Particulars of a mortgage or charge

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

395

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[1112]

01150111

Name of company

* Homag U.K Ltd, whose registered office is at 10C Sills Road, Willow Farm Business Park, Castle Donnington Derby, Derbyshire, DE74 2US (the "Company")

Date of creation of the charge

17 December 2004

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

Legal Mortgage made between (1) the Company and (2) Bayerische Hypo-Und Vereinsbank Aktiengesellschaft (the "Bank") (the "Deed")

Amount secured by the mortgage or charge

All moneys, obligations and liabilities from the date of the Deed or thereafter due, owing or incurred by the Company to the Bank whether express or implied, present, future or contingent, joint or several, incurred as principal or surety, originally owing to the Bank or otherwise acquired by the Bank, denominated in whatever currency or incurred on any banking account or in any manner whatsoever including, without limitation, all indebtedness under the Facility Agreement and/or the Deed and all liabilities under or in connection with foreign exchange transactions, swaps and other derivative transactions, the acceptance, endorsement, issuance, confirmation or discounting of or payment under any notes or bills, bonds, guarantees, indemnities, documentary or other credits, or any instruments whatsoever from time to time entered into by the Bank for the Company or at the Company's request, when the same become due for payment or discharge and interest (as well after as before judgment) to date of payment at such rates and upon such terms as may from time to time be payable and all commission, fees, expenses and other charges and all legal and other costs on a full and unqualified indemnity basis, when the same become due for payment or discharge.

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

Bayerische Hypo-Und Vereinsbank Aktiengesellschaft, acting through its London branch at 41 Moorgate, London

Postcode EC2R 6PP

Presenter's name address and
reference (if any):

Hammonds
7 Devonshire Square
Cutlers Gardens
London
EC2M 4YH

For official Use
Mortgage Section

Post room



LD2
COMPANIES HOUSE

LR6351PI

0430
06/01/05

Time critical reference

CLP/LR3/BAY.45-19

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1. The Company has charged to the Bank, with full title guarantee, as a continuing security for the payment and discharge of the Secured Obligations:

- (a) by way of first legal mortgage, the Property and any proceeds of sale from it and the proceeds of any insurance policy taken out in respect of the Property; and
- (b) by way of first fixed charge, all moneys from time to time payable to the Company under or pursuant to the Insurances including without limitation the right to the refund of any premiums.

2. The Company, with full title guarantee, has assigned to the Bank absolutely:

- (a) the Rentals together with the benefit of all rights and remedies of the Company relating to them; and
- (b) the goodwill of the business carried on at the Property

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Hammonds

Date *5 January 2005.*

On behalf of ~~XXXXXX~~ [mortgagee/chargee]†

A fee of £10 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

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Particulars of a mortgage or charge (continued)

Please do not
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Continuation sheet No 1
to Form No 395 and 410 (Scot)

Please complete
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bold block lettering

Company Number

01150111

Name of Company

Homag U.K Ltd, whose registered office is at 10C Sills Road, Willow Farm Business Park,
Castle Donnington Derby, Derbyshire, DE74 2US (the "Company")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

**Please complete
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bold block lettering**

Please do not
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete
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to hold to the Bank subject to reassignment on payment and discharge in full of the Secured Obligations.

3. By clause 3.3 of the Deed, the Company covenanted that it will not:

- (a) dispose of the Property in whole or in part; or
- (b) dispose of all or any of the other Charged Assets without the prior written consent of the Bank; or
- (c) create or attempt to create or permit to subsist in favour of any person other than the Bank any Encumbrance on or affecting the Charged Assets or any part thereof except a lien arising by operation of law in the ordinary course of trading over property other than land.

4. By clause 4.1 of the Deed, the Company agreed that the Bank may at any time without notice, notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of its then existing accounts wheresoever situate (including accounts in the name of the Bank or of the Company jointly with others), whether such accounts are current, deposit, loan or of any other nature whatsoever, whether they are subject to notice or not and whether they are denominated in sterling or in any other currency, and set-off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of the Secured Obligations which, to the extent not then payable, shall automatically become payable to the extent necessary to effect such set-off.

5. By clause 10.1 of the Deed, the Company has undertaken with the Bank to pay on demand all costs, charges and expenses incurred by or on behalf of the Bank or by any Receiver in or about the enforcement or preservation or attempted enforcement or preservation of any of the security created by or pursuant to the Deed or any of the Charged Assets on a full indemnity basis, together with interest at the Default Rate from the date on which such costs, charges or expenses are so incurred until the date of payment by the Company (as well after as before judgment).

6. By clause 10.3 of the Deed, the Company has undertaken to indemnify and keep indemnified the Bank or Receiver and any attorney, agent or other person appointed by the Bank under the Deed and the Bank's officers and employees (each an "**Indemnified Party**") in respect of all costs, losses, actions, claims, expenses, demands or liabilities whether in contract, tort or otherwise and whether arising at common law, in equity or by statute which may be incurred by, or made against, any of the Indemnified Parties (or by or against any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable) at any time relating to or arising directly or indirectly out of or as a consequence of:

- (a) anything done or omitted in the exercise or purported exercise of the powers contained in the Deed; or
- (b) any breach by the Company of any of its obligations under the Deed; or
- (c) an Environmental Claim made or asserted against an Indemnified Party which would not have arisen if the Deed had not been executed and which was not caused by the gross negligence or wilful default of the relevant Indemnified Party.

Definitions:

"Charged Assets" means all assets of the Company described in clause 3.1 (Fixed charges) of the Deed and clause 3.2 (Assignment) of the Deed.

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Particulars of a mortgage or charge (continued)

Please do not
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Continuation sheet No 2
to Form No 395 and 410 (Scot)

Please complete
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Company Number

01150111

Name of Company

Homag U.K Ltd, whose registered office is at 10C Sills Road, Willow Farm Business Park,
Castle Donnington Derby, Derbyshire, DE74 2US (the "Company")

Limited*

* delete if
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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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"Default Rate" means the rate specified in clause 4.2 of the Facility Agreement.

"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind securing or preferring any obligation of any person or any other arrangement having the effect of conferring rights of retention or set-off or other disposal rights over an asset (including, without limitation, title transfer and/or retention arrangements having a similar effect) and includes any agreement to create any of the foregoing.

"Environment" means:

- (a) land, including, without limitation, surface land, sub-surface strata, sea bed and river bed under water (as defined in paragraph (b)) and natural and man-made structures;
- (b) water, including, without limitation, coastal and inland waters, surface waters, aquatic sediment, ground waters and water in drains and sewers;
- (c) air, including, without limitation, air inside buildings and other natural and man-made structures above or below ground; and
- (d) any living systems or organisms supported by the media set out in (a), (b) or (c) above.

"Environmental Claim" means in relation to the Environment and Environmental Law any written claim, demand, suit or notice from a third party or any order of a court of competent jurisdiction, any suit, claim, demand or notice from any Environmental Regulator, any charge or condition imposed by any Environmental Regulator, any notice served by any Environmental Regulator requiring Remediation or any written indication from any Environmental Regulator that a requirement to carry out Remediation will be imposed.

"Environmental Law" means all European Community, national, state, federal, regional or local laws, common law, statutes, ordinances, directives, directions, regulations, notices, relevant clean-up standards, judgements, decrees or orders, codes of practice, the requirements and conditions of all Environmental Licences both express and implied, covenants, agreements, circulars, guidance notes (statutory or otherwise), judicial and administrative interpretations of each of the foregoing concerning (without limitation) the protection of human health or the Environment or the conditions of the workplace and worker health and safety and process safety, or the generation, transportation, storage, treatment or disposal of any Relevant Substance, as enacted, amended, replaced or supplemented from time to time.

"Environmental Licence" means any permits, consents, licences, certificates, notices, filings, lodgements, agreements, directions, declarations, exemptions, variations, renewals and amendments and other authorisations and approvals required or provided under Environmental Law.

"Environmental Regulator" means any governmental entity or other public or quasi-public authority or privatised utility having responsibility for any matters concerning the Environment or Environmental Law.

"Facility Agreement" means the facility agreement dated 18 March 2004 made between the Company as Borrower (1) and the Bank (2) which may from time to time be amended, varied, novated, supplemented or replaced including, without limitation, by the increase or extension of maturity of the facility.

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Particulars of a mortgage or charge (continued)

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Continuation sheet No 3
to Form No 395 and 410 (Scot)

Please complete
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Company Number

01150111

Name of Company

Homag U.K Ltd, whose registered office is at 10C Sills Road, Willow Farm Business Park,
Castle Donnington Derby, Derbyshire, DE74 2US (the "Company")

Limited*

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

. Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete
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"Fixtures" means all fixtures and fittings (including trade fixtures and fittings), fixed plant and machinery and other items for the time being attached to the Property, whether or not constituting a fixture at law.

"Indebtedness" means any obligation for the payment or repayment of money, whether as principal or surety and whether present or future, actual or contingent.

"Insurances" means all present and future contracts or policies of insurance (including life assurance policies) taken out by the Company or in which the Company from time to time has an interest.

"Leases" means all agreements for lease, leases, underleases, tenancies or licences to which all or any part of the Property is subject from time to time and **"Lease"** shall be construed accordingly.

"Property" means the property described in Schedule 1 to the Deed and includes all liens, charges, options, agreements, rights and interests over such Property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same.

"Receiver" means any receiver and/or manager not being an administrative receiver (within the meaning of section 29(2) Insolvency Act 1986) appointed by the Bank pursuant to clause 8.1 of the Deed.

"Relevant Substance" means any natural or artificial substance (in solid or liquid form or in the form of a gas or vapour) whether alone or in combination with any substance capable of causing harm to man or any other living organism supported by the Environment or damaging the Environment or public health or welfare including, but not limited to, any controlled, special, hazardous, toxic or dangerous waste.

"Remediation" means any and all investigating, sampling, analysing, removing, remedying, cleaning-up, abating, containing or ameliorating the presence in or effect on the Environment of any contamination or pollution including, without limitation, the removal, treatment and disposal of material and the treatment and monitoring of ground waters and gases and emissions to air and the obtaining of expert technical and legal advice (including all project management functions) in relation thereto.

"Rentals" means all rents, profits, income, fees and other sums at any time and from time to time payable by any tenants, under-tenants or licensees to the Company pursuant to the terms of a Lease excluding any sums payable in respect of (a) services provided to such tenants, under-tenants or licensees, (b) insurance premiums and (c) reasonable professional fees and expenses.

"Secured Obligations" means all moneys, obligations and liabilities covenanted to be paid or discharged under or pursuant to clause 2.1 of the Deed.

"Schedule 1" of the Deed lists the Property as Unit 10C Willow Farm Business Park Castle Donnington DE74 2NN, in the county of Leicestershire, with title number LT363141.

Please complete
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in black type, or
bold block lettering

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01150111

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 17th DECEMBER 2004 AND CREATED BY HOMAG U.K. LTD. FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BAYERISCHE HYPO-UND VEREINSBANK AKTIENGESELLSCHAFT ACTING THROUGH ITS LONDON BRANCH 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 6th JANUARY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th JANUARY 2005.

P. A.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES