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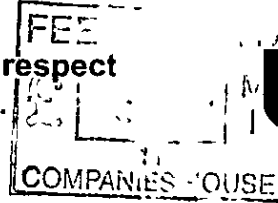
## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

170737/13

# 395

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



CHFP025

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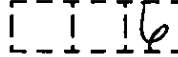
Please complete legibly, preferably in black type, or bold block lettering

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



02806007

Name of company

\* Lupus Capital Plc ("the "Chargor")

\*insert full name of Company

Date of creation of the charge

26 April 2007

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

Legal Charge Over Shares (the "Legal Charge")

A

Amount secured by the mortgage or charge

The aggregate of all indebtedness and all obligations or liabilities of any kind which may now or at any time in the future be due, owing or incurred by the Chargor to the Secured Parties or any of them under any of the Finance Documents, whatever their nature or basis, in any currency or currencies and however they are described together with Interest and Expenses (the "Secured Obligations")

1 x 10

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

The Governor and Company of the Bank of Scotland, 55 Temple Row, Birmingham (the "Security Trustee")  
Postcode B2 5LS

Presenter's name address and reference (if any)

Eversheds LLP  
Senator House  
85 Queen Victoria Street,  
London  
EC4V 4JL

Time critical reference  
lon\_11b\2579987\4

For official Use (06/2005)

Mortgage Section

Post room

SATURDAY



A23

\*ANA0BPAH\*

05/05/2007

COMPANIES HOUSE

501

Short particulars of all the property mortgaged or charged

1 The Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations, charges and agrees to charge in favour of the Security Trustee by way of first fixed charge all of its rights in and to

1 1 the Shares, and

1 2 the Distribution Rights from time to time accruing to or on the Shares

NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

2 The Chargor is not to create, extend or permit to subsist any security over any of the Secured Property

3 The Chargor is not to sell, transfer or otherwise dispose of its interest (whether legal or beneficial) in the Secured Property

(Continued Appendix 1 - Definitions)

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

T  
L  
95

Particulars as to commission allowance or discount (note 3)

Nil

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

Signed Grewheds LLP

Date 4 May 2007

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

†delete as appropriate

Notes

- 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

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

**"Distribution Rights"** means:

- (a) all dividends, distributions, interest and other income paid or payable on any Share;
- (b) all shares or other property derived from any Share (whether by way of conversion, consolidation, subdivision, substitution, redemption, bonus, preference, option or otherwise); and
- (c) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to any Share.

**"Enforcement Party"** means any of the Security Trustee, a Receiver or a Delegate.

**"Expenses"** means all fees, discounts, commissions and other banking or service charges, legal and other professional fees, premiums, costs or expenses, in each case calculated on a full indemnity basis and together with VAT, incurred by any Enforcement Party in connection with the Secured Property, the preparation, negotiation and creation of this deed, taking, perfecting, enforcing or exercising any power under this deed, the appointment of any Receiver or Delegate, the breach of any provision of this deed and / or the protection, realisation or enforcement of this deed, and includes any payments made under clause 7.4 (*Power to remedy*) of the Legal Charge, and also includes the costs of transferring to the Security Trustee or the Receiver any security ranking in priority to the security constituted by this deed, or the amount required to be paid to secure the unconditional and irrevocable discharge of such security (if applicable).

**"Facility Agreement"** means the \$280,000,000 term and evolving credit facility agreement dated 19 March 2007 (as amended on 26 April 2007) and made between, amongst others, the Chargor and the Security Trustee

**"Interest"** means interest at the rate provided in and calculated and compounded in accordance with the Facility Agreement both before and after judgement

**"Receiver"** means any one or more receivers and managers or (if the Security Trustee so specifies in the relevant appointment) receivers appointed by the Security Trustee

pursuant to this deed in respect of the Chargor or in respect of the Secured Property or any of them.

**"Secured Parties"** means each Finance Party from time to time as defined in the Facility Agreement

**"Secured Property"** means the assets charged at clause 3 (*Charging clause*) of the Legal Charge and includes any part or parts of them.

**"Security Trustee"** means The Governor and Company of the Bank of Scotland acting in its capacity as trustee and security agent for the Secured Parties (including itself), or such other trustee and security agent as may from time to time be appointed in that capacity.

**"Shares"** means all shares (if any) specified in Schedule 1 (*Shares*) of the Legal Charge, and other stocks, shares, debentures, bonds, warrants, coupons or other securities now or in the future owned by the Chargor from time to time in Jasper Acquisition Holdings Limited

**FILE COPY**



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

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

COMPANY No 02806007

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE OVER SHARES DATED THE 26th APRIL 2007 AND CREATED BY LUPUS CAPITAL PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE SECURED PARTIES OR ANY OF THEM 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 5th MAY 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th MAY 2007

*Pangola*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —