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COMPANIES FORM No. 395

558844/ax

Particulars of a mortgage or charge

395

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

CHFP025

Please do not write in this margin

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

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

23

00019628

Name of company

* Cosalt plc (the "Chargor")

Date of creation of the charge

26 March 2009

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

Composite Debenture (the "Debenture")

Amount secured by the mortgage or charge

Please see Appendix 1

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

Please see Appendix 2

Postcode

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

Pinsent Masons LLP

1 Park Row

Leeds

LS1 5AB

HT04/506869.07054

22480178

Time critical reference

For official Use (02/00)

Mortgage Section

Post room

THURSDAY



A5TVL8VR

A10

09/04/2009

141

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see attached Appendix 3

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

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

Signed Pinsent Mascus LLP

Date 8th April 2009

On behalf of [company] ~~XXXXXXXXXXXX~~ †

† 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

Amount secured by mortgage or charge

All present and future sums, liabilities and obligations whatsoever (actual or contingent) payable owing due or incurred by the Chargor or any other Obligor to the Pension Trustees or any of them under or in connection with the Pension Security Documents whether or not matured and whether or not liquidated (the "**Secured Obligations**").

APPENDIX 2

Names and Address of the mortgagees or persons entitled to the charge ✓

Frederick William Wood of Pleasant House, Pleasant Place, Louth, Lincolnshire, **Ronald Briggs Heaton** of 7 Ings Lane, Waltham, North East Lincolnshire, **Paul Arthur Bradbury** of 9 Oyster Court, Cleethorpes, DN55 8QE, **Alan Smith** of The Poplars, Edenfield Estate, Hornsea, East Yorkshire and **Vincent Roger Whyte McCracken** of 39a Westgate, Louth, LN11 9YQ as the trustees of the Cosalt Retirement Plan (the "Pension Trustees"). ✓

APPENDIX 3

Short particulars of all the property mortgaged or charged

1. CHARGES

1.1 Fixed Charges

The Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations, has charged in favour of the Pension Trustees the following assets:-

- 1.1.1 **legal mortgage on specified Property** - by way of legal mortgage, all its Property identified in Schedule 2 (*Details of Property*) of this Appendix 3;
- 1.1.2 **fixed charges in respect of other Property** - by way of fixed charge, (a) all the Property from time to time owned by it (but excluding any Property which is subject to a valid legal mortgage under Clause 3.1.1 of the Debenture (paragraph 1.1.1 above) and any Property situated in Scotland), (b) any other rights, title or interest of the Chargor in Property, wherever situated (but excluding any such interest and rights in relation to Properties situated in Scotland), and (c) all Associated Rights in relation to its Property;
- 1.1.3 **fixed charges in respect of Designated Chattels** - by way of fixed charge, (a) the Designated Chattels (if any) in respect of the Chargor (but not including any of the assets which are subject to a valid legal mortgage or valid fixed charge under Clauses 3.1.1 or 3.1.2 of the Debenture (paragraphs 1.1.1 and 1.1.2 above)), and (b) all Associated Rights in relation to such Designated Chattels;
- 1.1.4 **fixed charges in respect of other chattels** - by way of fixed charge (a) all plant, machinery, vehicles and computer equipment at the date of the Debenture or thereafter owned by it (but not including any such asset which is subject to a valid legal mortgage or valid fixed charge under Clauses 3.1.1, 3.1.2 or 3.1.3 of the Debenture (paragraphs 1.1.1, 1.1.2 and 1.1.3 above) nor any chattel at the date of the Debenture or thereafter forming part of the Chargor's stock-in-trade or work in progress), (b) its rights, title or interest in any chattel at the date of the Debenture or thereafter in its possession which is not owned by it, but which had it been so owned would have been validly charged by paragraph (a) of Clause 3.1.4 of the Debenture (this paragraph 1.1.4) and (c) the benefit of all Associated Rights relating to any chattel validly charged by Clause 3.1.4 of the Debenture (this paragraph 1.1.4);
- 1.1.5 **fixed charge on Specified Shares** - by way of fixed charge, (a) the Shares (if any) listed in respect of the Chargor in Schedule 3 (*Shares*) of this Appendix 3 and (b) the Distribution Rights (if any) from time to time accruing to or on such Shares;
- 1.1.6 **fixed charge on Investments** - by way of fixed charge, (a) all Investments (but not including Shares which are subject to a valid fixed charge under Clause 3.1.5 of the Debenture (paragraph 1.1.5 above)) and (b) of the Debenture all Distribution Rights from time to time accruing to or on such Investments;
- 1.1.7 **fixed charges in respect of Insurances** - to the extent that the Insurances and/or the Insurance Proceeds are incapable for any reason of being effectively assigned pursuant to Clause 3.2.3 of the Debenture (paragraph 1.2.3 below) but are capable of being effectively charged, by way of fixed charge, the Insurances owned by or written in favour of the Chargor and all Insurance Proceeds at the date of the Debenture or thereafter held by or payable to the Chargor or in which the Chargor otherwise has an interest (to the extent of such interest);

- 1.1.8 **fixed charges in respect of book debts** - by way of fixed charge, (a) all book and other debts, revenues and monetary claims of or owing to the Chargor at the date of the Debenture or thereafter and (b) all rights and claims of whatever nature of the Chargor at the date of the Debenture or thereafter, held or enjoyed by it against third parties and against any securities and guarantees in respect of such debts, revenues or claims;
- 1.1.9 **fixed charge on Specified Bank Balances** - by way of fixed charge, all of the Specified Bank Balances in respect of the Chargor;
- 1.1.10 **fixed charge on other Bank Balances** - by way of fixed charge, all of its Bank Balances (but not including any Specified Bank Balances which are subject to a valid fixed charge under Clause 3.1.9 of the Debenture (paragraph 1.1.9 above));
- 1.1.11 **fixed charge on Intellectual Property** - to the extent that such Intellectual Property is incapable for any reason of being effectively assigned pursuant to Clause 3.2.4 of the Debenture (paragraph 1.2.4 below), by way of fixed charge, all Intellectual Property (if any) owned by the Chargor or in which the Chargor has an interest (to the extent of such interest);
- 1.1.12 **fixed charges in respect of Authorisations** - to the extent that such Authorisations and Derivative Payments are incapable for any reason of being effectively assigned pursuant to Clauses 3.2.1 or 3.2.5 of the Debenture respectively (paragraphs 1.2.1 and 1.2.5 below) but are capable of being effectively charged, by way of fixed charge, (a) the benefit of all Authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets and (b) the right to recover and receive all Derivative Payments which may at any time become payable to the Chargor in respect of such Authorisations;
- 1.1.13 **fixed charge on contracts** - to the extent that they do not fall within any other provision of Clause 3.1 of the Debenture (this paragraph 1.1) and are not effectively assigned under Clause 3.2.2 of the Debenture (paragraph 1.2.2 below), by way of fixed charge all of its rights under each agreement or document to which the Chargor is a party;
- 1.1.14 **fixed charge on goodwill and uncalled capital** - by way of fixed charge, all the goodwill and uncalled capital of the Chargor; and
- 1.1.15 **fixed charge on other Associated Rights** - by way of fixed charge, the benefit of all Associated Rights relating to any of the assets of the Chargor, in each case to the extent that such Associated Rights are capable of being made the subject of a fixed charge and are not otherwise the subject of any valid fixed charge pursuant to the Debenture.

1.2 Assignments by way of Security

As further continuing security for the payment of the Secured Obligations, the Chargor has assigned absolutely (to the fullest extent capable of assignment) to the Pension Trustees all (if any) its rights, title and interest in and to the following assets:-

- 1.2.1 **Authorisations** - all Authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets and the benefit of any Derivative Payment in respect of such Authorisations;
- 1.2.2 **Charged Contracts** - the Charged Contracts and the benefit of any Derivative Payment in respect of the Charged Contracts;
- 1.2.3 **Insurances and Insurance Proceeds** - the Insurances and the benefit of all Insurance Proceeds of the Chargor;

1.2.4 **Intellectual Property** - the Intellectual Property (if any) owned by the Chargor or in which the Chargor has an interest (to the extent of such interest), together with the benefit of any Derivative Payments in respect of such Intellectual Property, but in the case of any such assignment of Intellectual Property the Pension Trustees have agreed to grant to the Chargor a licence to use such Intellectual Property in the ordinary course of its business and for so long as no Event of Default exists and is continuing upon such terms as may reasonably be specified by the Pension Trustees; and

1.2.5 **Associated Rights and Derivative Payments** - any Associated Rights or Derivative Payment which are not the subject of a valid fixed charge pursuant to Clause 3.1 of the Debenture (paragraph 1.1 above) or valid assignment pursuant to Clauses 3.2.1 to 3.2.4 of the Debenture (paragraphs 1.2.1 to 1.2.4 above) and which relate to any of the assets of the Chargor, whether or not such assets are subject to a valid legal mortgage, fixed charge or assignment pursuant to the Debenture.

1.3 **Exercise of rights under Charged Contracts**

1.3.1 Whilst no Event of Default exists and is continuing, the Pension Trustees have permitted the Chargor to exercise its rights under any of the Charged Contracts to which it is party, provided that the exercise of those rights in the manner proposed would not result in an Event of Default.

1.3.2 Where an Event of Default exists and is continuing, the Chargor has agreed, if requested by the Pension Trustees, to exercise its rights under the Charged Contracts only in accordance with the instructions of the Pension Trustees.

1.4 **Floating charge**

1.4.1 As further continuing security for the payment, discharge and performance to the Pension Trustees of the Secured Obligations, the Chargor has charged in favour of the Pension Trustees, by way of floating charge, all its assets and undertaking, wherever located, both at the date of the Debenture or thereafter and including for the avoidance of doubt, by way of floating charge all its assets and undertaking situated in Scotland or otherwise subject to Scots law.

1.4.2 The floating charge created by Clause 3.5.1 of the Debenture (paragraph 1.4.1 above) is deferred, in relation to the Chargor, in point of priority to all fixed Security and to each Bond and Floating Charge validly and effectively created by the Chargor under any of the Pension Security Documents in favour of the Pension Trustees as security for the Secured Obligations.

1.5 **Conversion of floating charge**

1.5.1 The Pension Trustees may, at any time, by notice in writing to the Chargor, (to the extent competent under applicable law) convert any floating charge created by the Debenture into a fixed charge as regards such assets as it shall specify in the relevant notice if:-

(a) an Event of Default has occurred which is continuing; or

(b) the Pension Trustees are of the view that (a) such assets are in danger of being seized, (b) any legal process or execution is being enforced against such assets, (c) such assets are otherwise in jeopardy, or (d) steps have been taken which would, in the reasonable opinion of the Pension Trustees, be likely to lead to the appointment of an administrator or administrative receiver in relation to the Chargor (or such administrator or administrative receiver has been appointed) or to the winding-up of the Chargor.

1.5.2 By way of further assurance, the Chargor has agreed, promptly following service of such notice upon it, to execute a fixed charge or security over such assets in such form as the Pension Trustees shall require.

1.6 Automatic conversion of floating charge

In addition to any circumstances in which any floating charge created under the Debenture will crystallise automatically under the general law, and without prejudice to the operation of Clause 3.6 of the Debenture (paragraph 1.5 above):-

1.6.1 if the Chargor creates (or purports to create) any Security on or over any of the Floating Charge Assets (other than Permitted Security) without the prior written consent of the Pension Trustees; or

1.6.2 if the Chargor convenes any meeting of its members to consider a resolution in relation to its winding up, or if a liquidator, administrative receiver, receiver, administrator or another similar officer is appointed in respect of the Chargor or any of its assets,

then and in any such event, any floating charge created by the Debenture in relation to the Chargor shall, without any notice being given under Clause 3.6 of the Debenture (paragraph 1.5 above) and immediately upon such event occurring, be converted (to the extent competent under applicable law) into a fixed charge over all the assets which immediately prior to such conversion comprised the Floating Charge Assets of the Chargor.

1.7 Continuing security

The provisions of the Debenture will apply at all times (a) regardless of the date on which any of the Secured Obligations was incurred and (b) in respect of the full amount of the Secured Obligations at the relevant time even if, at some other time, the amount of the Secured Obligations has been less than the amount at the relevant time or there has been no part of the Secured Obligations outstanding.

1.8 Miscellaneous

1.8.1 All the Security created by the Debenture by the Chargor is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 and with absolute warrandice in relation to assets located in Scotland or governed by Scots law.

1.8.2 Clauses 1.2 to 1.15 of the Debenture inclusive shall be read and construed as if each asset described, and each asset comprised within any category of asset described, in each such Clause were expressed, separately and specifically, to have been made subject to a fixed charge; and the validity and effectiveness of each such fixed charge will not be prejudiced by any other such fixed charge being found not to be fully valid or effective as such.

1.8.3 The fact that no, or incomplete, details of any particular Secured Assets are included or inserted in any relevant Schedule of the Debenture shall not affect the validity or enforceability of the charges created by the Debenture.

2. FURTHER ASSURANCE

The Chargor has agreed to (and has agreed to procure that each of the other Chargors will):-

2.1 promptly do all such acts or execute all such documents (including assignments, assignments, transfers, mortgages, charges, standard securities, notices and instructions) as the Pension Trustees may reasonably specify (and in such form as the Pension Trustees may reasonably require) in favour of the Pension Trustees or their nominee(s) (a) to perfect the Security created or

intended to be created or evidenced by the Debenture or for the exercise of any rights, powers and remedies of the Pension Trustees provided by or pursuant to the Debenture; (b) to confer on the Pension Trustees Security over any property or assets of the Chargor located in England and Wales or any other jurisdiction equivalent or similar to the Security intended to be created, or expressed to be created, by the Debenture and/or (c) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Debenture; and

2.2 take all such action as is available to it (including making all filings and registrations and the payment of all fees and Taxes) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Pension Trustees by or pursuant to the Debenture.

3. **NEGATIVE PLEDGE**

3.1 During the Security Period, the Chargor has agreed that it will not create, extend, or permit to subsist, any Security over any of the Secured Assets; nor may it (a) sell, transfer or otherwise dispose of any of its assets on terms that they are or may be leased to or re-acquired by any of the Obligors or by any other member of the Group, (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms, (c) enter into any arrangement under which money, debts or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or (d) enter into any other preferential arrangement having a similar effect to any of the arrangements or transactions previously described in Clause 5.1 of the Debenture (this paragraph 3.1), in any case in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

Exceptions

3.2 Clause 5 of the Debenture (this paragraph 3) does not apply to any Security which is Permitted Security or a Permitted Transaction.

4. **UNDERTAKINGS**

Throughout the Security Period, the Chargor undertakes to the Pension Trustees in the terms of the Applicable Undertakings, in each case so far as applicable to the Chargor or the Secured Assets of the Chargor, and also in the terms of the provisions of Clause 7 of the Debenture.

5. **INDEMNITIES**

5.1 The Chargor has agreed it will indemnify the Pension Trustees and will keep the Pension Trustees indemnified against all costs, Taxes, losses and liabilities incurred by the Pension Trustees as a result of any default by the Chargor in the performance of any of the obligations expressed to be assumed by it in the Debenture and in connection with the exercise by the Pension Trustees of its rights contained in Clauses 7.12 and 7.18 of the Debenture. All sums the subject of the indemnity will be payable by the Chargor to the Pension Trustees on demand.

5.2 The Chargor has agreed with the Pension Trustees to indemnify the Pension Trustees and any Receiver or Delegate on demand against any costs, Taxes, losses, liabilities or damage incurred by any of them in respect of (a) the taking, holding, protection or enforcement of the Security created by the Debenture, (b) any exercise of the rights, powers, discretions or remedies of, or vested in, any Enforcement Party or any attempt or failure to exercise those rights, powers, discretions or remedies and (c) anything done or omitted to be done in the exercise or purported exercise of the powers under the Debenture or under any appointment duly made under the provisions of the Debenture.

6. **PRIORITY OF SECURITY**

The Security created by the Debenture and the priority and ranking of that Security are subject to the terms of the Deed of Priority.

Definitions for use in Form 395 and appendices:-

- "Applicable Undertakings"** means those undertakings set out in Schedule 13 of the Debenture (*Undertakings*)
- "Associated Rights"** means, in relation to any asset, all proceeds of sale of such asset, all rights, powers, benefits, covenants, undertakings, warranties, guarantees or Security given or implied in respect of such asset, all rights under any agreement for sale, agreement for lease or licence of or in respect of such asset, and any monies and proceeds paid or payable in respect of such asset
- "Authorisation"** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration
- "Bank Balances"** means all monies (including interest) from time to time standing to the credit of any and all accounts at the date of the Debenture or thereafter which the Chargor has, or has an interest in, with any bank, financial institution, or other person and all indebtedness represented by any such accounts
- "Bond and Floating Charge"** means each bond and floating charge dated on or around the date of the Debenture and entered into by each Scottish Chargor in favour of the Pension Trustees
- "Charged Contracts"** means, in relation to the Chargor, those contracts (if any) brief particulars of which are set out in Schedule 3 to the Debenture (blank at the date of the Debenture) in respect of the Chargor
- "Charged Debts"** means all book and other debts and all other rights and claims charged to the Pension Trustees pursuant to Clause 3.1.8 of the Debenture (paragraph 1.1.8 above)
- "Chargors"** means Cosalt International Limited (company number 005533893), Cosalt Industrial Services Limited (company number 03626041), Beacon Fell View Caravan Park Limited (company number 01149439), Cosalt Halson Leisure Limited (company number 00939924), Cosalt Kilbirnie One Limited (company number 00473980), Cosalt Kilbirnie Two Limited (company number 01411952), Ballyclare Special Products Limited (company number 02990953), GTC Group Limited (company number SC122818), GTC Holdings Limited (company number SC219765), Sea Dog Life Savings Appliances (Scotland) Limited (company number SC045293) and W.&R. Lewis Limited (company number SC009499)
- "Collection Account"** means, in relation to the Chargor, such specially designated account with the Security Trustee or such other account with such other bank as the Pension Trustees may from time to time direct for the purposes of Clause 7.11 of the Debenture
- "Cosalt Retirement Plan"** means The Cosalt Plc Retirement Benefits Plan, established with effect from 17 December 1957 and as at the date of this Debenture, governed by a definitive trust deed and rules dated 24 March 2000 (as amended)

"Deed of Priority"	means the deed of priority dated 26 March 2009 and made between, amongst others, the Chargor, the Security Trustee, the Pension Trustees and the members of the Group referred to therein
"Delegate"	means any delegate, agent, attorney or trustee appointed by the Pension Trustees
"Derivative Payment"	means, in relation to an asset, any damages, compensation, remuneration, profit, bonus, royalties, fee, rent, income or other benefit which the Chargor may derive from or be awarded or entitled to in respect of such asset
"Designated Chattels"	means the plant, machinery, equipment, vehicles, and other chattels (if any) listed in respect of the Chargor in Schedule 6 (<i>Designated Chattels</i>) to the Debenture (blank at the date of the Debenture) and shall include any additions, modifications and/or equipment ancillary to any such plant, machinery, equipment, vehicles or other chattels
"Discharge Date"	means the date with effect from which the Security Trustee confirms to the Chargor that all the Secured Obligations (as such term is defined in the Senior Security Documents) have been unconditionally and irrevocably paid and discharged in full and all relevant commitments of the Secured Parties (as defined in the Facilities Agreement) cancelled
"Distribution Rights"	means all Dividends, all shares or other property derived from any relevant Investment (whether by way of conversion, consolidation, subdivision, substitution, redemption, bonus, preference, option or otherwise) and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to any relevant Investment
"Dividends"	means all dividends, distributions, interest and other income paid or payable on or derived from any relevant Investment
"Enforcement Party"	means any of the Pension Trustees, a Receiver, an administrator or a Delegate
"Event of Default"	means:- (a) the Chargor fails to comply with Schedule 12 (<i>Representations</i>) of the Debenture or Schedule 13 (<i>Undertakings</i>) of the Debenture and such failure is not remedied within 21 days of the earlier of (a) the Pensions Trustees giving notice to the Chargor or (b) any of the Chargors becoming aware of the failure to comply; (b) Cosalt plc failing to make a payment due under the Cosalt Retirement Plan, within 21 days of demand by the Pension Trustees.
"Facilities Agreement"	means a £39,000,000 facilities agreement dated 26 March 2009 made between, amongst others, the Chargor and the companies listed in Schedule 1 (as Obligors) of the Debenture, HSBC Bank plc and The Royal Bank of Scotland plc (as mandated lead

arrangers), HSBC Bank plc and National Westminster Bank plc (as Lenders), The Royal Bank of Scotland plc (as Agent) and HSBC Corporate Trustee Company (UK) Limited (as Security Trustee) (as each such term is defined therein) as the same may be varied, amended, modified, supplemented or replaced (howsoever fundamentally)

"Finance Documents"	has the meaning given to it in the Facilities Agreement
"Financial Indebtedness"	has the meaning given to it in the Facilities Agreement
"Floating Charge Assets"	means, at any time, all of the Secured Assets which are at that time the subject of any floating charge created by the Debenture
"Group"	means Cosalt plc and its Subsidiaries from time to time
"Insurance Proceeds"	means the proceeds of any insurance claim received by the Chargor (after deduction of (a) any reasonable expenses incurred in relation to the relevant claim and payable by the Chargor to any person which is not a member of the Group and (b) amounts paid to meet third party claims), together with the benefit of all bonuses, profits, returns of premium and other benefits of whatever nature arising by virtue of the Chargor's ownership of any Insurances and all the Chargor's interest in any of the foregoing
"Insurances"	means all contracts or policies of insurance of whatever nature which, from time to time, are taken out or maintained by or on behalf of the Chargor or (to the extent of its relevant interest) in which the Chargor has an interest
"Intellectual Property"	means (a) rights in confidential information, copyright and like rights, database rights, domain names, design rights, rights in design, know-how, rights in inventions, patents, service marks, trade marks and all other intellectual property rights and interests, (which may now or in the future subsist) whether registered (or the subject of an application for registration) or un-registered and (b) the benefit of each member of the Group's applications and rights to use such assets, in each case, throughout the world which may now or in the future subsist
"Investment"	means, in respect of the Chargor, any negotiable instrument, certificate of deposit, debenture, share (including, save where the context otherwise requires, any of the Shares) or other investment (as specified for the purposes of section 22 of the Financial Services and Markets Act 2000 as at the date of the Debenture) now or in the future owned by the Chargor, in each case whether held directly by, or to the order of, the Chargor or by any trustee, nominee, fiduciary or clearance system on behalf of the Chargor, and also including any rights in respect of such Investment against any such trustee, nominee, fiduciary or clearing system
"Obligor"	has the meaning given to it in the Facilities Agreement
"Pension Documents"	Security means the Deed, the Bond and Floating Charge and the Standard Security

"Permitted Security"	means Security permitted under the Facilities Agreement
"Permitted Transaction"	(c) any disposal required, Financial Indebtedness incurred, guarantee, indemnity or Security given, or other transaction arising, under the Finance Documents; (d) the solvent liquidation or reorganisation of any member of the Group which is not the Chargor so long as any payments or assets distributed as a result of such liquidation or reorganisation are distributed to other members of the Group; (e) transactions (other than (i) any sale, lease, licence, transfer or other disposal and (ii) 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
"Property"	means the Real Property from time to time owned by the Chargor or in which the Chargor has any right, title or interest. Any reference to "Property" also includes a reference to each separate part or parts of such Real Property
"Real Property"	means:- (a) any freehold, heritable, leasehold or immovable property, wherever situated; and (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, heritable, leasehold or immovable property
"Receiver"	means any one or more receivers and managers or (if the Pension Trustees so specify in the relevant appointment) receivers appointed by the Pension Trustees pursuant to the Debenture in respect of the Chargor or in respect of the Secured Assets of the Chargor
"Scottish Chargors"	means GTC Holdings Limited (company number SC219765); GTC Group Limited (company number SC122818); Sea Dog Life Saving Appliances (Scotland) Limited (company number SC45293), W. & R. Lewis Limited (company number SC009499)
"Scottish Companies"	means GTC Holdings Limited (company number SC219765) and GTC Group Limited (company number SC122818)
"Secured Assets"	means the assets the subject of any Security created by the Debenture
"Security"	means a mortgage, charge, standard security, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect
"Security Period"	means the period beginning on the date of the Debenture and ending on the Discharge Date

"Security Trustee"	has the meaning set out in the Facilities Agreement
"Senior Documents"	Security has the meaning given to it in the Facilities Agreement
"Shares"	means (in relation to the Chargor) all shares (if any) specified in Schedule 4 (<i>Shares</i>) of the Debenture (Schedule 3 (<i>Shares</i>) to this Appendix 3) in respect of the Chargor and also all other stocks, shares, debentures, bonds, warrants, coupons or other securities now or in the future owned by the Chargor from time to time, or any in which it has an interest but excluding specifically, for the avoidance of doubt, those shares in the Scottish Companies subject to specific fixed security in favour of the Security Trustee under Scots law
"Specified Bank Balances"	means all monies (including interest) from time to time standing to the credit of the accounts specified in Schedule 1 (<i>Bank accounts</i>) to this Appendix 3, as such accounts may be re-designated and/or re-numbered from time to time, and all indebtedness represented by any such account
"Specified Shares"	means in relation to the Chargor the Shares specified in Schedule 3 (<i>Shares</i>) to this Appendix 3 opposite its name
"Standard Security"	means the Standard Security to be entered into by certain of the Obligors in favour of the Pension Trustees
"Subsidiary"	means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006
"Tax"	has the same meaning as in the Facilities Agreement
"Third Parties Act"	means the Contracts (Rights of Third Parties) Act 1999

SCHEDULE 1
BANK ACCOUNTS

	Name of Chargor	Name of designation or bank account	Number of bank account	Name of bank and branch at which account held
1.	Cosalt plc	Mandatory Prepayment Account	Sort Code: 56-00-52 Account Number: 00002860	National Westminster Bank plc

SCHEDULE 2

DETAILS OF PROPERTY

1. **Name of legal and beneficial owner:** Cosalt Plc
Address of Property: The property known as land and buildings on the west side of Brickyard Lane, Melton and described in more detail in the registered titles
Freehold/Leasehold Estate: Freehold
Title Details (where applicable): HS262302 and YEA3057
County and District (or London Borough): East Riding of Yorkshire

2. **Name of legal and beneficial owner:** Cosalt Plc
Address of Property: The property known as 60 Sixhills Street; land and buildings to the south of Sixhills Street; and land and buildings at Convamore Road and Heneage Road, Grimsby and described in more detail in the registered titles
Freehold/Leasehold Estate: Freehold
Title Details (where applicable): HS36616, HS114302, HS19612, HS18994, HS58210 and HS332319
County and District (or London Borough): North East Lincolnshire

3. **Name of legal and beneficial owner:** Cosalt Plc
Address of Property: The property known as land and buildings on the south east side of Bell Street, Fish Quay, North Shields and described in the registered title
Freehold/Leasehold Estate: Freehold
Title Details (where applicable): TY308134
County and District (or London Borough): Tyne and Wear: North Tyneside

4. **Name of legal and beneficial owner:** Cosalt Plc
Address of Property: The property known as Number 3 Factory School Road, Lowestoft and land lying on the west side of School Lane, Lowestoft
Freehold/Leasehold Estate: Freehold

**Title Details (where SK139594 and SK68171
applicable):**

**County and District (or Suffolk : Waveney
London Borough):**

SCHEDULE 3

SHARES

	Name of owning Chargor	Name of Subsidiary or other company	Company Number	Number and Class of Shares (and where held by nominees, names of nominees)
1.	Cosalt plc	Cosalt Industrial Services Limited	03626041	100 ordinary shares of £1.00 each
		Cosalt Halson Leisure Limited	00939924	23,929 ordinary shares of £1.00 each
2.	Cosalt Industrial Services Limited	Cosalt International Limited	00553893	250,000 ordinary shares of £1.00 each
		Cosalt Kilbirnie One Limited	00473980	2,929 ordinary shares of £1.00 each
		Cosalt Kilbirnie Two Limited	1411952	150,000 ordinary shares of £1.00 each
3.	Cosalt Halson Leisure Limited	Beacon Fell View Caravan Park Limited	1149439	78,359 ordinary shares of £1.00 each



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 19628
CHARGE NO. 23**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE DEBENTURE DATED
26 MARCH 2009 AND CREATED BY COSALT PUBLIC LIMITED
COMPANY FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY OR ANY OTHER OBLIGOR TO
FREDERICK WILLIAM WOOD, RONALD BRIGGS HEATON,
PAUL ARTHUR BRADBURY, ALAN SMITH AND VINCENT
RODGER WHYTE MCCRACKEN AS THE TRUSTEES OF THE
COSALT RETIREMENT PLAN OR ANY OF THEM ON ANY
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 9 APRIL 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 APRIL 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES