

MG01

Particulars of a mortgage or charge

485918/09.



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 NOT for

You cannot use this form to
register particulars of a charge for
company. To do this, please use
form MG01s

WEDNESDAY



A39

AK62CZHU

23/11/2011

18

COMPANIES HOUSE

1

Company details

Company number

0 0 0 7 0 2 7 5

Company name in full

DRAKE & SCULL HOLDINGS LIMITED

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

d2 d1 m1 m1 y2 y0 y1 y1

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

A debenture made between the Chartor (among other Companies) and the Security Trustee (as
defined below) as agent and security trustee for the lenders (as defined below) (the "Debenture")

4

Amount secured

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

Amount secured

- (i) All the Chargor's obligations and liabilities under the Loan Documents including (without limitation) Interest, fees, banking charges and commission, provided that the Security Trustee shall not make a demand before the occurrence of an Event of Default which is continuing,
- (ii) to the Security Trustee and the Lenders on demand from time to time the payment of Expenses, and
- (iii) the payment to the Security Trustee and the Lenders on demand interest on the UK Liabilities and the Expenses from the date on which the Chargor has agreed to pay Interest on them or (in the case of any Expense) the date of payment by the Security Trustee and/or the Lenders until the date of discharge or payment

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

Bank of Montreal as agent and security trustee for the Lenders

Address

115 South LaSalle Street, Chicago, Illinois, USA, 60603

(the "Security Trustee")

Postcode

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 As security for the discharge and payment on demand of the UK Liabilities and with full title guarantee, the Chargor

- a) assigns to the Security Trustee (for the benefit of the Security Trustee and the Lenders) all the plant, machinery, fixtures and fittings now and in the future belonging to the Chargor and all right, title and interest of the Chargor under any agreements now and in the future relating to the purchase, lease or hire purchase of the same, subject to reassignment on redemption,
- b) assigns to the Security Trustee (for the benefit of the Security Trustee and the Lenders) all vehicles, computers, furnishings, equipment, tools and other chattels now and in the future belonging to the Chargor and all right, title and interest of the Chargor under any agreements now and in the future relating to the purchase, lease or hire purchase of the same, not regularly disposed of in the ordinary course of business, subject to reassignment on redemption,
- c) charges to the Security Trustee (for the benefit of the Security Trustee and the Lenders) by way of fixed charge all the goodwill and uncalled capital of the Chargor now and in the future, and
- d) charges to the Security Trustee (for the benefit of the Security Trustee and the Lenders) by way of floating charge all the undertaking and all property, assets and rights the Chargor now and in the future wherever situate not from time to time subject to a mortgage, fixed charge or assignment under the Debenture

2 Without affecting and in addition to the other rights of the Security Trustee and the Lenders under the Debenture and this Form MG01, the Chargor charges to the Security Trustee (for the benefit of the Security Trustee and the Lenders) with full title guarantee by way of first fixed charge the Charged Shares as security for the discharge and payment on demand (such demand being subject to the proviso that no demand will be made by the Security Trustee before the occurrence of an Event of Default which is continuing) of the UK Liabilities

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

3 The Chargor shall not without the prior written consent of the Security Trustee

(a) (except for Permitted Encumbrances) create or permit to arise or continue any Encumbrance affecting the Charged Property now and in the future nor increase nor extend any liability secured on any of the Charged Property now and in the future,

(b) (except if the disposal constitutes a Permitted Transaction) dispose of the Charged Property referred to in 1(a) to 1(c) inclusive above or, following crystallisation of the floating charge referred to in 1(d) above, the Charged Property referred to in 1(d) above,

(c) (except if the disposal constitutes a Permitted Transaction) deal with its book debts and other debts otherwise than by collecting them in the ordinary course of its business or (without limitation) realise its book debts and other debts by means of block discounting, factoring or the like, or

(d) (except if the disposal constitutes a Permitted Transaction), dispose of the Charged Property charged by 1(d) above other than in the ordinary course of, and for the purposes of, carrying on its trading business while the floating charge remains uncrystallised

In this form MG01 the following terms have the following meanings

"Agent" means Bank of Montreal and any successor appointed pursuant to Section 10.1 of the Credit Agreement

"Alternative Currency" means pounds sterling, Euro and any other currency (other than the United States Dollars) approved as such in writing by all Multicurrency Lenders, in each case for so long as such currency is readily available to all the Multicurrency Lenders and is freely transferable and freely convertible to U S Dollars and Reuters Monitor Money Rates Service (or any successor thereto) reports a LIBOR for such currency for interest periods of one, two, three and six calendar months, provided that if any Multicurrency Lender provides written notice to the Company (with a copy to the Agent) that any currency control or other exchange regulations are imposed in the country in which any such Alternative Currency is issued and that in the reasonable opinion of such Lender funding a Loan in such currency is impractical, then such currency shall cease to be an Alternative Currency under the Credit Agreement until such time as all the Lenders reinstate such country's currency as an Alternative Currency

"Borrowers" means (a) the UK Borrowers and (b) the US Borrowers and a reference to a "Borrower" means any one of them

"Borrowing" means the total of Revolving Loans or Swing Loans made to a given Borrower by all the Lenders on a single date, in a single currency and having the same maturity Borrowings of Revolving Loans are made and maintained ratably from each of the Lenders according to their Percentages except to the extent otherwise agreed in writing by all Lenders Borrowings of Swing Loans are made by the Agent in accordance with the procedures set forth in Section 1.8 of the Credit Agreement

"Business Days" means any day other than Saturday or Sunday on which banks are not authorized or required to close in Chicago, Illinois and, if the applicable Business Day relates to a Borrowing or payment in an Alternative Currency or to a conversion of a Credit Utilization into U S Dollars, a day on which banks and foreign exchange markets are open for business in the city where

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>disbursements of, conversions of, or payments on such Borrowings are to be made</p> <p>"Charged Property" means (a) the property, assets and undertaking mortgaged, charged or assigned by each of the Companies to the Security Trustee (for the benefit of the Security Trustee and the Lenders) referred to in (1) (a) to (d) above and (b) the Charged Shares</p> <p>"Charged Shares" means the Shares and the Derived Assets</p> <p>"Closing Date" means the date upon which all the conditions set forth in Section 6 2 of the Credit Agreement have been satisfied</p> <p>"Companies" means the following companies (registered in England and Wales)</p> <p>EMCOR Group (UK) plc (company number 00806888), EMCOR (UK) Limited (company number 02353544) and the Chargor (company number 00070275)</p> <p>"Company" means EMCOR Group, Inc (a Delaware corporation)</p> <p>"Controlled Foreign Corporation" has the meaning given to such term in Section 957 of the Internal Revenue Code of 1986, as amended from time to time</p> <p>"Credit Agreement" means the third amended and restated credit agreement dated 21 November 2011 (and as further amended and/or restated from time to time) and made between, among others, (1) EMCOR Group, Inc and EMCOR Group (UK) plc (2) the Security Trustee (individually and as Agent) (3) the Lenders which are or are to become parties thereto (4) BMO Capital Markets, Bank of America Merrill Lynch, JP Morgan Chase Bank, N A , and U S Bank, National Association (as joint lead arrangers and joint book runners)</p> <p>"Credit Utilization" means any Borrowing and any issuance of a Letter of Credit</p> <p>"Derived Assets" means any shares, securities, money, rights or benefits at any time deriving from or arising or offered by way of interest, dividend, income, capital redemption, bonus, preference, option, conversion, consolidation, subdivision or otherwise in relation to any of the Shares or to any such shares, money, rights or benefits</p> <p>"Domestic Rate Loan" means a Revolving Loan bearing interest as specified in Section 2 1 of the Credit Agreement</p> <p>"EMU Legislation" means the legislative measures of the European Council for the introduction of, changeover to, or operation of a single or unified European currency being part of the implementation of the Third Stage</p> <p>"Encumbrance" includes any mortgage, charge (fixed or floating), pledge, hypothecation or lien and any other arrangement or interest (whether by way of assignment, trust, title retention or otherwise) which has the effect of creating security or payment priority (including, without limitation, the deposit of monies or property with a person with the intention of affording such person a right of set-off or lien)</p> <p>"Euro" means the single lawful currency for the time being of the Participating Member States</p> <p>"Eurodollar Loan" means a Revolving Loan bearing interest as specified in Section 2 2 of the</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Credit Agreement</p> <p>"Event of Default" means any event or condition specified as such in Section 8.1 of the Credit Agreement</p> <p>"Expenses" means all reasonable costs, charges and expenses incurred by the Security Trustee (including but not limited to the preparation and execution of the Debenture) and all other reasonable moneys paid by the Lenders or any receiver in the perfection, protection or otherwise in connection with the Debenture and all costs of the Security Trustee, the Lenders and any receiver of all proceedings for enforcement (or bona fide attempted enforcement) of the Debenture on a full indemnity basis</p> <p>"Guarantors" means those entities listed on Schedule 4.2 of the Credit Agreement and such other Restricted Subsidiaries (other than Restricted Subsidiaries which are not Wholly-Owned Subsidiaries and any captive insurance company or captive surety company which is a Restricted Subsidiary) as the Required Lenders may from time to time designate as Guarantors in a written notice to the Company provided that such Subsidiary has assets in excess of \$10,000,000 or such other Restricted Subsidiaries as the Company may from time to time designate</p> <p>"Interest" means interests at the same rate as is payable by a Borrower pursuant to the terms of the Credit Agreement</p> <p>"Interest Period" means the period commencing on the date a Borrowing is advanced or continued through a new Interest Period and ending (a) in the case of a Eurodollar Loan, 1, 2, 3, or 6 months thereafter and (b) in the case of a Swing Loan, on the date 1 to 5 Business Days thereafter as mutually agreed to by the Company and the Agent, provided, however, that</p> <p>(i) an Interest Period may not extend beyond the Termination Date,</p> <p>(ii) whenever the last day of any Interest Period would otherwise be a day that is not a Business Day, the last day of such Interest Period shall be extended to the next succeeding Business Day, provided that, if such extension would cause the last day of an Interest Period to occur in the following calendar month, the last day of such Interest Period shall be the immediately preceding Business Day, and</p> <p>(iii) for purposes of determining an Interest Period, a month means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, provided, however, that if there is no numerically corresponding day in the month in which such an Interest Period is to end or if such an Interest Period begins on the last Business Day of a calendar month, then such Interest Period shall end on the last Business Day of the calendar month in which such Interest Period is to end</p> <p>"L/C Obligations" means the aggregate undrawn face amounts of all outstanding Letters of Credit and all unpaid Reimbursement Obligations</p> <p>"Lenders" means and includes the Multicurrency Lenders and the U.S. Lenders</p> <p>"Letters of Credit" means as defined in Section 1.3(a) of the Credit Agreement</p> <p>"LIBOR" means, for an Interest Period, (a) the LIBOR Index Rate for such Interest Period, if such</p>	

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rate is available, and (b) if the LIBOR Index Rate cannot be determined, the average rate of interest per annum (rounded upwards, if necessary, to the nearest one hundred-thousandth of a percentage point) at which deposits in the relevant currency in immediately available funds are offered to the Agent at 11 00am (London, England time) two (2) Business Days before the beginning of such Interest Period by major banks in the interbank eurocurrency market for delivery on the first day of and for a period equal to such Interest Period in an amount equal or comparable to the principal amount of the Borrowing in such currency scheduled to be made by the Agent The Agent will provide the Company with evidence of such rate upon its request

"LIBOR Index Rate" means, for any Interest Period, the rate per annum (rounded upwards, if necessary, to the next higher one hundred-thousandth of a percentage point) for deposits in the relevant currency for a period equal to such Interest Period, which appears on the LIBOR01 Page (or any other appropriate page for the applicable currency) as of 11 00am (London, England time) on the day two (2) Business Days before the commencement of such Interest Period

"LIBOR01 Page" means the display designated as "LIBOR01 Page" on the Reuters Service (or such other page as may replace the LIBOR01 Page on that service or such other service as may be nominated by the British Bankers' Association as the information vendor for the purpose of displaying British Bankers' Association Interest Settlement Rates for deposits in the relevant currency)

"Loan Documents" means the Credit Agreement and other documents referred to in the definition of "Loan Documents" in the Credit Agreement

"Multicurrency Commitment" means, as to any Multicurrency Lender and subject to Section 1 1(c) of the Credit Agreement, the obligation of such Multicurrency Lender to make Multicurrency Revolving Loans in an aggregate principal amount at any one time outstanding not to exceed the amount set forth in the Credit Agreement opposite such Multicurrency Lender's name on Schedule 1 attached thereto and made a part thereof, as the same may be increased, reduced or modified at any time or from time to time pursuant to the terms thereof The Borrowers and the Multicurrency Lenders acknowledge and agree that the Multicurrency Commitments of the Multicurrency Lenders aggregate the U S Dollar Equivalent of \$720,000,000 on the date thereof

"Multicurrency Lenders" means and includes Bank of Montreal and each financial institution from time to time party to the Credit Agreement with a Multicurrency Commitment as set forth in Schedule 1 thereof, including each assignee Lender of a Multicurrency Lender pursuant to Section 11 17 thereof

"Multicurrency Revolving Loans" is as defined in Section 1 1(b) of the Credit Agreement and, as so defined, includes a Domestic Rate Loan or a Eurodollar Loan in each case made to the Borrower, each of which is a "type" of Revolving Loan thereunder

"Participating Member States" means each State so described in any EMU Legislation

"Percentage" means for each Lender, the percentage of Total Commitments represented by such Lender's Total Commitment, or if the Total Commitments have been terminated, the percentage held by such Lender of the aggregate in principal amount of all Revolving Loans and L/C Obligations then outstanding

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"Permitted Encumbrances" means Encumbrances created, or permitted to subsist, under the provisions of section 4 1 of the Credit Agreement and section 7 11 of the same (which include the Specified Encumbrances)

"Permitted Transaction" means the making of investments, loans, acquisitions, advances, guarantees and the other transactions which are permitted under sections 7 12 to 7 16 (inclusive) of the Credit Agreement

"Person" means any person, firm, corporation, limited liability company, partnership, joint venture or other entity

"Reimbursement Obligations" has the meaning as defined in Section 7 16 of the Credit Agreement

"Required Lenders" means at any time Lenders whose Total Commitments aggregate more than 50% or, if the Total Commitments have been terminated, Lenders holding more than 50% of the outstanding principal amount of the Revolving Loans and participations in Letters of Credit and Swing Loans

"Restricted Subsidiaries" means those Subsidiaries designated as such on Schedule 5 2 of the Credit Agreement and all other Subsidiaries becoming Restricted Subsidiaries pursuant thereto Any corporation or other entity which is a subsidiary but which is not organized under the laws of, and conducts business primarily in a jurisdiction which is not part of, a State of the United States, the District of Columbia, the Commonwealth or Puerto Rico, or the United Kingdom is not a Restricted Subsidiary

"Revolving Loan" means collectively Multicurrency Revolving Loans and a U S Revolving Loans

"Shares" means the shares listed in Schedule 2 of the Debenture, which in relation to the Chargor are no shares

"Specified Encumbrances" means the Encumbrances listed in Schedule 3 of the Debenture, which in relation to the Chargor are

Name of Company	Description of Encumbrance	Date of Creation	Name of Mortgagee/ Chargee
The Chargor	Debenture	05 11 02	Harris Trust and Savings Bank
The Chargor	Debenture	12 01 06	Harris N A
The Chargor	Debenture	30 03 10	Bank of Montreal

"Subsidiary" means, as to any particular parent corporation or other entity, any entity at least 50 1% of the outstanding Voting Stock of which is at the time directly or indirectly owned by such parent corporation or limited liability company or by one or more other corporations or limited liability companies or other entities which are themselves subsidiaries of such parent corporation or limited liability company

"Swing Line Lender" means Bank of Montreal, acting in its capacity as the Lender of Swing Loans under the Credit Agreement, or any successor Lender acting in such capacity appointing pursuant to

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6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="365 409 1027 439">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="365 506 600 535">Section 11 17 thereof</p> <p data-bbox="365 560 1107 589">"Swing Loans" is as defined in Section 1 8 of the Credit Agreement</p> <p data-bbox="365 611 1455 707">"Termination Date" means the date that is five (5) years from the Closing Date or such earlier date on which the Total Commitments are terminated in whole pursuant to Sections 3 5, 3 6, 8 2 or 8 3 of the Credit Agreement</p> <p data-bbox="365 730 1455 790">"Third Stage" means third stage European economic and monetary union pursuant to the Treaty of Rome 1957 as amended from time to time</p> <p data-bbox="365 813 1455 909">"Total Commitment" means, as to any Lender, the amount set forth on Schedule I (of the Credit Agreement) opposite such under the heading "Total Commitments", and reference to the term "Total Commitments" shall mean the aggregate of each Lender's Total Commitment</p> <p data-bbox="365 931 1455 1059">"UK Borrowers" means and includes EMCOR Group (UK) plc and such other Restricted Subsidiaries organized under the laws of the United Kingdom as may from time to time be designated as such in writing by the Company and approved as such in writing by all Lenders (but subject to such conditions and limitations as either the Company or the Lenders" may impose)</p> <p data-bbox="365 1081 1455 1142">"UK Guarantors" means a UK Subsidiary which is a Guarantor and a reference to a "UK Guarantor" means any one of them</p> <p data-bbox="365 1164 1455 1529">"UK Liabilities" means (a) all obligations and liabilities of the UK Borrowers to the Lenders and the Security Trustee (in its capacity as agent and security trustee for itself and the Lenders) under the Loan Documents, and (b) all obligations and liabilities of the UK Guarantors and any other Controlled Foreign Corporation to the Lenders and the Security Trustee (in its capacity as agent and security trustee for itself and the Lenders), under the Loan Documents other than (in each case) any obligation, which, if included, would cause the Debenture or anything therein contained to constitute unlawful financial assistance under Chapter 2 of Part 18 of the Companies Act 2006, and a reference to "UK Liabilities" shall include (without limitation) any increased or additional obligations or liabilities of the UK Borrowers, the UK Guarantors and any other Controlled Foreign Corporation, any increased banking or credit facilities made available to any of them and/or any other change in the nature and/or extent of any of their obligations or liabilities under the Loan Documents</p> <p data-bbox="365 1552 1455 1612">"UK Subsidiaries" means means the UK Borrowers and such other Subsidiaries organized under the laws of the United Kingdom</p> <p data-bbox="365 1635 1455 1798">"U.S. Borrower" means the Company and such other Restricted Subsidiaries organized under the law a state of the United States of America, the District of Columbia or the Commonwealth of Puerto Rico as may from time to time be designated as such in writing by the Company and approved as such in writing by all Lenders (but subject to such conditions and limitations as either the Company or Lenders may impose)</p> <p data-bbox="365 1821 1182 1850">"U.S. Dollars" or "\$" means lawful currency of the United States of America</p> <p data-bbox="365 1872 1455 1968">"U.S. Dollar Commitment" means, as to any U S Lender and subject to Section 1 1 (c) of the Credit Agreement, the obligation of such U S Lender to make U S Revolving Loans, and to participate in Swing Loans and Letters of Credit issued for the account of a U S Borrower</p>

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Short particulars

thereunder in an aggregate principal or face amount at any one time outstanding not to exceed the amount set forth opposite such Lender's name on Schedule 1 thereto and made a part thereof, as the same may be increased, reduced or modified at any time or from time to time pursuant to the terms thereof. The Company and the U S Lenders acknowledge and agree that the U S Dollar Commitments of the U S Lenders aggregate \$750,000,000 on the date thereof.

"U.S. Dollar Equivalent" means the amount of U S Dollars which would be realized by converting an Alternative Currency into U S Dollars in the spot market at the exchange rate quoted by the Agent, at approximately 11 00am (London time) on the date on which a computation thereof is to be made, to major banks in the interbank foreign exchange market for the purchase of U S Dollars for such Alternative Currency.

"U S Lenders" means and includes Bank of Montreal and the other financial institutions from time to time part to the Credit Agreement with a U S Dollar Commitment as set forth on Schedule 1 thereof, including each assignee Lender of a U S Lender pursuant to Section 11 17 thereof, and unless the context requires, the Swing Line Lender.

"U S. Revolving Loans" is as defined in Section 1 1(a) of the Credit Agreement and, as so defined, includes a Domestic Rate Loan or a Eurodollar Loan in each case made to the U S Borrower, each of which is a "type" of Revolving Loan thereunder.

"Voting Stock" of any Person means capital stock or other equity interests of any class or classes (however designated) having ordinary power for the election of directors of such Person, other than stock having such power only by reason of the happening of a contingency.

"Wholly-Owned Subsidiaries" means a Subsidiary of which all of the issued and outstanding shares of capital stock (other than directors' qualifying shares as required by law and other than shares held by others for licensing purposes) or other equity interests are owned by the Company and/or one or more wholly-owned subsidiaries within the meaning of this definition.

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7 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

N/A

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)

9 Signature

Please sign the form here

Signature

Signature

X  X

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

CHFP025

05/10 Version 4.0

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Particulars of a mortgage or charge



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 KAGK/MATP

Company name S J Berwin

Address 10 Queen Street Place

Post town London

County/Region Greater London

Postcode E C 4 R 1 B E

Country United Kingdom

DX 255 Chancery Lane

Telephone



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 70275
CHARGE NO. 10**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 21
NOVEMBER 2011 AND CREATED BY DRAKE & SCULL
HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OF
THE COMPANIES NAMED THEREIN TO BANK OF MONTREAL
(SECURITY TRUSTT) AND THE LENDERS 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 23
NOVEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 NOVEMBER
2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES