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COMPANIES FORM No. 395

Particulars of a mortgage or charge

00400107/13

395

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

Name of company

* Asprey Holdings Limited (the "Chargor")

Date of creation of the charge

16 March 2006

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

A revolving credit facility loan agreement dated 16 March 2006 between Plainfield Special Situations Master Fund Limited (the "Lender") and Asprey International Limited (the "Borrower") and each of the Subsidiaries of the Borrower (the "Loan Agreement"). Defined terms are contained in Schedule 1.

Amount secured by the mortgage or charge

Any and all sums owing under the Loan Documents and all other obligations, direct or contingent, joint, several or independent, of the Borrower which were on 16 March 2006 or are thereafter existing due or to become due to, or held or to be held by the Lender, whether created directly or acquired by assignment or otherwise (the "Obligations").

Defined terms are contained in Schedule 1.

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

Plainfield Special Situations Master Fund Limited
c/o Plainfield Asset Management LLC, 55 Railroad Avenue, Greenwich,
Connecticut 06830

Postcode

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

Clifford Chance LLP
10 Upper Bank Street
London
E14 5JJ

Time critical reference

PXW/70-40019261/DJS

For official Use (06/2005)

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

As collateral security for the payment of each Note and of all other notes and/or obligations or Obligations of the Borrower (and the obligations of each of the Subsidiaries under Section 12 (Guaranty) of the Loan Agreement), which were on 16 March 2006 or are thereafter owned or held by the Lender, the Borrower and each Subsidiary hereby grants to the Lender a continuing lien, security interest and right of setoff as security for all Obligations owing to the Lender, whether existing on 16 March 2006 or thereafter arising, upon and against the Collateral.

The Loan Agreement contains covenants for further assurance and a negative pledge.

Defined terms are contained in Schedule 1.

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)

None

Signed

Clyford Chance

Date

5/4/06

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [chargee] †

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

† 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 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

SCHEDULE 1 TO FORM 395 RE LOAN AGREEMENT - ASPREY HOLDINGS LIMITED

"Business Day" shall mean a day other than a Saturday, Sunday or other day on which commercial banks in the state of New York or in the Cayman Islands are authorized or required to close under the laws of the state of New York or the Cayman Islands.

"Collateral" shall mean, collectively, the following properties, assets and rights of the Borrower and of each Subsidiary, wherever located, whether on 16 March 2006 owned or thereafter acquired or arising, and all proceeds and products thereof: all assets, personal property and fixtures of every kind and nature including without limitation all of the following categories of assets as defined in the UCC: all goods (including inventory, equipment and any accessions thereto), all instruments (including promissory notes), all documents, all accounts, all chattel paper (whether tangible or electronic), all deposit accounts (and any and all monies, securities and other property of the Borrower and each Subsidiary, and the proceeds thereof now or hereafter held or received by or in transit to the Lender from the Borrower or any Subsidiary, whether for safekeeping, custody, pledge, transmission, collection or otherwise), all letter of credit rights (whether or not the letter of credit is evidenced by a writing), all commercial tort claims, all securities and all other investment property, all supporting obligations, any and all other contract rights or rights to the payment of money, all insurance claims and proceeds, all tort claims, and all general intangibles including, without limitation, all payment intangibles, all patents, all patent applications, all trademarks, all trademark applications, all trade names, all copyrights, all copyright applications, all software, all engineering drawings, all service marks, all customer lists, all goodwill, and all licenses, permits, agreements of any kind or nature pursuant to which the Borrower or any Subsidiary possesses, uses or has authority to possess or use property (whether tangible or intangible) of others or others possess, use or have authority to possess or use property (whether tangible or intangible) of the Borrower or any Subsidiary, and all recorded data of any kind or nature, regardless of the medium of recording including, without limitation, all software, all writings, all plans, all specifications and all schematics and all proceeds and products of the foregoing.

"First Termination Date" shall mean the date that is thirty (30) days after the date of the Loan Agreement or, if such date is not a Business Day, the Business Day next succeeding such date.

"Guarantees" shall mean the guarantees of the current and future Subsidiaries of the Borrower under Article 12 (*Guaranty*) of the Loan Agreement.

"Loan" or "Loans" shall mean any revolving credit loan made by the Lender to the Borrower under the Loan Agreement.

"Loan Documents" shall mean the Loan Agreement, the Note, each of the Guarantees, each Security Agreement, and each document, agreement and instrument executed in connection herewith or pursuant hereto or in connection with or pursuant to any of the foregoing, together with each document, agreement and instrument made by the Borrower or any Subsidiary with or in favor of or owing to the Lender.

"**Note**" shall mean the revolving credit note referred to in Section 2.2 (*Revolving Credit Note*) of the Loan Agreement.

"**Person**" shall mean any individual, corporation, limited liability company, company (including an exempted company), partnership (including limited partnerships, limited liability partnerships), joint venture, trust, unincorporated organization, any organization of two or more individuals that are accorded any rights as a distinct entity under applicable law, or any other juridical entity, or a government or state or any agency or political subdivision thereof.

"**Security Agreement**" shall mean the security agreement(s) referred to in Section 9.3 (*Post Closing Security Agreements*) of the Loan Agreement, which shall be in the form approved by the Lender on or prior to the First Termination Date.

"**Subsidiary**" or "**Subsidiaries**" of any Person shall mean any corporation or corporations of which the Person alone, or the Person and/or one or more of its Subsidiaries, owns, directly or indirectly, at least a majority of the securities having ordinary voting power for the election of directors. The term "Subsidiary" will mean a Subsidiary of the Borrower unless a different Person is specified.

"**UCC**" shall mean the Uniform Commercial Code as adopted in New York State.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00103844

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A REVOLVING CREDIT FACILITY LOAN AGREEMENT DATED THE 16th MARCH 2006 AND CREATED BY ASPREY HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE BORROWER TO PLAINFIELD SPECIAL SITUATIONS MASTER FUND LIMITED 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 APRIL 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th APRIL 2006.

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Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES