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COMPANIES FORM No 395

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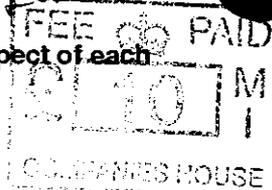
395

Particulars of a mortgage or charge

56 x fees

CHFP000

A fee of £10 is payable to Companies House in respect of each register entry for the 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

1938748

Name of Company

* Cape Insulation Products Limited (the "Company")

Date of creation of the charge

20 July 2001

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

Fixed and Floating Security Document (the "Security Document")

Amount secured by the mortgage or charge

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Name and address of the mortgagees or persons entitled to the charge

National Westminster Bank Plc, c/o The Royal Bank of Scotland, Specialised Lending Services,
5-10 Great Tower Street, London, as security trustee for the Creditors (the "Security Trustee")

Postcode

EC3P 3HX

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

Linklaters
One Silk Street
London EC2Y 8HQ
Tel. 020 7456 2000

Ref: RJE/LARC

Time critical reference

For official Use
Mortgage Section

Post room



LD7
COMPANIES HOUSE

LTB51202

0364
26/07/01

Short particulars of all the property mortgaged or charged

(PLEASE SEE ATTACHED CONTINUATION SHEET)

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)

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Signed *Linklaters*

Date *26/7/07*

On behalf of [company][mortgagee/chargee]*

Note

* 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 including 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 CF4 3UZ

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Name of Company

Cape Insulation Products Limited

Company Number

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Amount secured by the mortgage or charge

The "Liabilities", which are defined in the Security Document as meaning all present and future moneys, debts and liabilities due, owing or incurred by the Company to any Creditor (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise).

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The Company, with full title guarantee and as security for the payment and discharge of all Liabilities (whether of the Company or any other Chargor), charges in favour of the Security Trustee (as trustee for the Creditors):

- 1 **Present Real Property:** by way of first legal mortgage, all Real Property listed in Schedule 6 of the Security Document owned by it (the "**Legally Mortgaged Property**") at the date of the Security Document;
- 2 **Future Real Property:** by way of first fixed equitable charge, all other Real Property belonging to it at the date of the Security Document and all Real Property acquired by it thereafter, except (in the case of leasehold property) to the extent that the landlord's consent is required to create that charge;
- 3 **Other Assets:** by way of first fixed charge, all its:
 - 3.1 Book Debts;
 - 3.2 Bank Accounts;
 - 3.3 Investments and Dividends;
 - 3.4 its uncalled capital and goodwill;
 - 3.5 Intellectual Property;
 - 3.6 its beneficial interest in any pension fund;
 - 3.7 its plant and machinery (including without limitation, the Plant) (except any charged by paragraph 1 above (*Present Real Property*)); and
 - 3.8 Insurances and all related proceeds, claims of any kind, returns of premium and other benefits,in each case, both present and future.
- 4 **Floating Charge:** The Company, with full title guarantee and as security for the payment and discharge of all Liabilities (whether of the Company or any other Chargor), charges in favour of the Security Trustee (as trustee for the Creditors) by way of first floating charge, its undertaking and all its assets, both present and future (including assets expressed to be charged by paragraphs 1 (*Present Real Property*) to 3 (*Other Assets*) above and, for the avoidance of doubt, all its undertaking and assets, both present and future situated in, or governed by the law of Scotland.

Note (1): The Security Document provides that:

- 1 **Security:** The Company shall not (and shall not agree to) create or have outstanding any Security Interest over the Charged Assets (except for the Charges) other than a Security Interest arising by operation of law.

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- 2 **Disposal:** The Company shall not (and shall not agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of the Charged Assets.
- 3 **Conversion by Notice:** The Security Trustee may convert the floating Charge into a fixed Charge (either generally or specifically) by notice to the Company specifying the relevant Charged Assets:
- 3.1 if it (acting reasonably) considers it desirable to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges; and/or
- 3.2 when an Enforcement Event has occurred.
- 4 **Automatic Conversion:** If:
- 4.1 the Company takes any step to create any Security Interests in breach of paragraph 1 (Security) above over any of the Charged Assets not subject to a fixed Charge; or
- 4.2 any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge.

Note (2): In this Form, except to the extent that the context requires otherwise:

"Bank Accounts" means all current, deposit or other accounts with any bank or financial institution in which the Company at the date of the Security Document or in the future has an interest and (to the extent of its interest) all balances at the date of the Security Document or in the future standing to the credit of those accounts.

"Book Debts" means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), at the date of the Security Document or in the future due, owing or payable to the Company and the benefit of all related negotiable instruments, rights, Security Interests, guarantees and indemnities of any kind.

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets.

"Charges" means all or any of the Security Interests created or expressed to be created by or pursuant to the Security Document and the Standard Security and **"Charge"** means any of them.

"Chargor" means the companies listed in Schedule 1 of the Security Document (each a **"Chargor"** and together the **"Chargors"**).

"Creditors" means the Security Trustee and the Lenders; and **"Creditor"** means any of them.

"Dividends" means all of the following at the date of the Security Document or in the future:

- (i) dividends and distributions of any kind and any other sum received or receivable in respect of any Investment;
- (ii) rights, shares, money or other assets accruing or offered by way of redemption, bonus, option or otherwise in respect of any Investment;
- (iii) allotments, offers and rights accruing or offered in respect of any Investment; and
- (iv) other rights and assets attaching to, deriving from or exercisable by virtue of the ownership of, any Investment.

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"Enforcement Event" means:

- (a) any corporate action, legal proceedings or other procedure or step is taken in relation to the administration of a Chargor pursuant to Part II of the Insolvency Act; or
- (b) demand being made by any Creditor for repayment of any of the Liabilities.

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus.

"Insolvency Act" means the Insolvency Act 1986.

"Insurances" means all contracts and policies of insurance of any kind at the date of the Security Document or in the future taken out by or on behalf of the Company or (to the extent of its interest) in which the Company at the date of the Security Document or in the future has an interest.

"Intellectual Property" means all patents, designs, copyrights, topographies, trademarks, trading names, rights in confidential information and know-how, and any associated or similar rights, which the Company at the date of the Security Document or in the future owns or (to the extent of its interest) in which the Company at the date of the Security Document or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same).

"Investments" means:

- (i) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit);
- (ii) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments;
- (iii) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person); and
- (iv) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investment or such rights,

in each case at the date of the Security Document or in the future owned by the Company or (to the extent of its interest) in which the Company at the date of the Security Document or in the future has an interest.

"Lenders" means National Westminster Bank plc and Barclays Bank plc as the original lenders.

"Plant" means all items listed in any Plant Notice.

"Plant Notice" means a notice (in substantially similar form to that set out in Schedule 3 of the Security Document) of plant, machinery and other equipment to be delivered to the Security Trustee pursuant to Clause 10.6 (*Notification of Plant*) of the Security Document.

"Real Property" means freehold and leasehold property in England and Wales and other real feuhold and leasehold property anywhere in the world (in each case including any estate or

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interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon).

"Security Interests" means a mortgage, charge, pledge, lien, assignation, standard security, hypothecation, assignment by way of security or other security interest securing any obligation of any person or any other agreement or arrangement entered into with the primary intention of providing security and a **"Security Interest"** is any of them.

"Standard Security" means a standard security (in a form satisfactory to the Security Trustee) executed or to be executed by Cape Industrial Services Limited in favour of the Security Trustee.

Note: The Real Property specified in Schedule 6 (Real Property) to the Security Document is as follows:

SCHEDULE 6 THE LEGALLY MORTGAGED PROPERTY

1 Freehold Properties

1.1 Cape PLC

Property	Title Numbers
Palmers Moor & Woodlands Park, Iver Lane, Iver, Bucks.	AGL49469
Botley Brickworks, Ley Hill, Chesham, Buckinghamshire.	Unknown

1.2 Cape Calsil Systems Limited

Property	Title Numbers
Cowley Bridge Works, Iver Lane, Uxbridge UB8 2JQ	AGL60617 AGL60620
Duffryn Industrial Estate, Ystrad Mynach, Hengoed, Mid-Glamorgan CF8 7EP	WA337243
Pattinson Industrial Estate, Washington, Tyne & Wear, NE38 8JL	TY85074

1.3 Cape Industrial Services Limited

Property	Title Numbers
Long Lane, Dalton-in-Furness, LA13 0OP	CU136796
8 Reddicap Trading Estate, Sutton Coldfield, B75 7BU	WU6520

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Property	Title Numbers
The Flarepath, Elsham Wold Industrial Estate, Elsham, South Humberside DN20 0NX	HS188369
Lynecastle Way, Barleycastle Lane, Appletonthorne Trading Estate, Warrington	CH294683

2 Leasehold Properties

2.1 Cape Calsil Systems Limited

Property	Title Numbers
Bradfield Road, Finedon Road Industrial Estate, Wellingborough NN8 4HB	NN202289
Iver Lane, Uxbridge, Middlesex	LAGL60620

2.2 Cape Industrial Services Limited

Property	Title Numbers
Bentley Moor Lane, Ardwick-le-Street, Doncaster DN6 7BD	SYK145415

**SCHEDULE 1
THE CHARGORS**

Company Number	Company Name	Place of Incorporation
40203	Cape PLC	England and Wales
269257	Somewatch Limited	England and Wales
295561	Cape Durasteel Limited	England and Wales
307653	Cape Fire Protection Limited	England and Wales
347117	Cape Architectural Products Limited	England and Wales
394232	Cape Specialist Coatings Limited	England and Wales
457763	Predart Limited	England and Wales
462823	Cape Darlington Limited	England and Wales
497958	Somesystem Ltd	England and Wales
508044	Cape Building Products Limited	England and Wales
585057	Cape Industries Limited	England and Wales
629193	Kennedy's Scaffolding Limited	England and Wales
676215	Capasco Limited	England and Wales
676216	Cape Insulation Limited	England and Wales
875453	Winfield Insulation Services Limited	England and Wales
946162	Datadeep Limited	England and Wales
975757	HPC Coatings Limited	England and Wales
999661	Investable Limited	England and Wales
1018676	Altitude Scaffolding Limited	England and Wales
1027038	Cape Painting Contractors Limited	England and Wales
1027042	Cape Calsil Limited	England and Wales
1175704	Cape Environmental Services Limited	England and Wales
1224512	Cape Estates Limited	England and Wales
1233631	Cape Overseas Limited	England and Wales
1279372	Somewin Limited	England and Wales
1467357	Cape Mechanical Insulation Limited	England and Wales
1503195	Cape Contracts International Limited	England and Wales
1618691	T.A.P. Ceilings Limited	England and Wales
1938728	R.B. Hilton Refractories Limited	England and Wales
1938748	Cape Insulation Products Limited	England and Wales
1938749	Cape Boards Limited	England and Wales
1938750	Cape Industrial Products Limited	England and Wales
1968580	Cape Industrial Services Holdings Limited	England and Wales
2122953	Cape Contracts Overseas Limited	England and Wales
2425605	Cape Hire Limited	England and Wales
2535153	Joseph Nadin Limited	England and Wales
2828998	Cape Calsil Group Limited	England and Wales
3299540	Cape Calsil International Limited	England and Wales
3473691	Cape Calsil Systems Limited	England and Wales
3476520	Cape Mechanical Services Limited	England and Wales
3299544	Cape Industrial Services Group Limited	England and Wales
1245839	Cape East Limited	England and Wales

Company Number	Company Name	Place of Incorporation
3337119/FC 3467	Cape Industrial Services Limited	England and Wales (with a place of business in Northern Ireland)
3458213	Darlington Insulation Company Limited	England and Wales
3458370	Cape Scaffolding Limited	England and Wales
3458375	Cape Contracts Limited	England and Wales
3460192	CISG Limited	England and Wales
3460194	R.B.Hilton Limited	England and Wales
3460197	Maintenance Insulation Limited	England and Wales
3561686	Duffy & McGovern Maintenance Services Limited	England and Wales
3561709	Aspectallow Limited	England and Wales
3561736	Aspectadd Limited	England and Wales
SC055307	Joseph Nadin Scaffolding Limited	Scotland
SC063029	Cape Claddings Limited	Scotland
SC087445	Cape Offshore Services Limited	Scotland
SC104361	Cape Industrial Services (Scotland) Limited	Scotland

FILE COPY



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

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

COMPANY No. 01938748

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY DOCUMENT DATED THE 20th JULY 2001 AND CREATED BY CAPE INSULATION PRODUCTS LIMITED FOR SECURING ALL MONEYS, DEBTS AND LIABILITIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANY CREDITOR (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 26th JULY 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30th JULY 2001.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

LC
HF