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COMPANIES FORM No. 395

Particulars of a mortgage or charge

805055/13

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

911111

04046724

Name of company

* Tensator Limited

Date of creation of the charge

4 August 2008

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

Stock Pledge Agreement (the "Stock Pledge Agreement")

Amount secured by the mortgage or charge

4
+
1p

The joint and several obligations of the Company -
1 pursuant to the guarantee contained in clause 21.1 of the Facilities Agreement whereby the Company irrevocably and unconditionally jointly and severally (a) guarantees to the Lender punctual performance by each other Obligor of all that Obligor's obligations under the Finance Documents, (b) undertakes with the Lender that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document, that Guarantor shall immediately on demand pay that amount as if it was the principal obligor and (c) indemnifies the Lender immediately on demand against any cost, loss or liability suffered by the Lender if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which the Lender would otherwise have been entitled to recover and
2 the indebtedness, liabilities and other obligations of the Company to the Lender (the "Lender") under the Stock Pledge Agreement and any other Finance Document to which it is a party, whether now existing or hereafter arising, and whether due or to become due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and including interest that accrues after the commencement by or against any Obligor of any insolvency proceeding (as set forth under Clause 26.7 of the Facilities Agreement) naming such person as the debtor in such proceedings

("Secured Obligations")

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

Lloyds TSB Bank plc (company number 0002065) (the "Lender") of 25 Gresham Street, London

Postcode EC2V 7HN

Presentor's name address and reference (if any)
HBJ Gateley Wareing LLP
One Eleven
Edmund Street
Birmingham
B3 2HJ

PXP/04364 098/3051395/JJR

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room

TUESDAY



A13

12/08/2008

COMPANIES HOUSE

283

Short particulars of all the property mortgaged or charged

The Company pledges to the Lender, and grants to the Lender a security interest in, all of the Company's right, title and interest in, to and under

- 1 the Pledged Shares and the Additional Collateral and any certificates and instruments now or hereafter representing the Pledged Shares and the Additional Collateral,
- 2 all rights, interests and claims with respect to the Pledged Shares and Additional Collateral, including under any and all related agreements, instruments and other documents, and
- 3 all books, records and other documentation of the Company related to the Pledged Shares and Additional Collateral, in each case whether presently existing or owned or hereafter arising or acquired and wherever located

(the "Pledged Collateral")

Negative Pledge

The Company will not

- 1 surrender or lose possession of (other than to the Lender or, with the prior consent of the Lender, to a depository or financial intermediary), exchange, sell, convey, transfer, assign or otherwise dispose of or transfer the Pledged Collateral or any right, title or interest therein,
- 2 create, incur or permit to exist any Security upon or with respect to the Pledged Collateral, other than the security interest of and pledge to the Lender created by the Stock Pledge Agreement,
- 3 enter into any shareholders agreement, voting trust, proxy agreement or other agreement or understanding which could reasonably be expected to adversely effect the value of the Pledged Collateral or the Lender's security thereon,
- 4 consent to or approve, or allow the Pledged Subsidiary to consent or approve, the issuance of to any person of any additional shares of any class of capital stock of the Pledged Subsidiary, or of any securities convertible or exchangeable for any such shares, or any warrants, options or other rights to purchase or otherwise acquire any such shares, except as permitted under the Facilities Agreement

(see 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)

N/A

Signed FBS Gateway Waring LLP. Date 11 August 2008

On behalf of XXXXXXXXXXXXXX [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 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 situated 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**

CHFP025

**Particulars of a mortgage or charge
(continued)**

Please do not
write in this
binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company Number

04046724

Name of Company

Tensator

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

Please do not
write in this
binding margin

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

Please do not
write in this
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

Continued

Definitions

"**Additional Collateral**" means any and all (i) additional capital stock or other equity securities issued by, or interests in, the Pledged Subsidiary, whether certificated or uncertificated, (ii) warrants, options or other rights entitling the Company to acquire any interest in capital stock or other equity securities of or other equity interests in the Pledged Subsidiary, (iii) securities, property, interest, dividends and other payments and distributions issued as an addition to, in redemption of, in renewal or exchange for, in substitution or upon conversion of, or otherwise on account of, the Pledged Shares or such additional capital stock or other equity securities or other interests in the Pledged Subsidiary, and (iv) cash and non-cash proceeds of the Pledged Shares, and all supporting obligations, of any or all of the foregoing, in each case from time to time received or receivable by, or otherwise paid or distributed to or acquired by, the Company,

"**Facilities Agreement**" means a term and revolving credit facilities agreement dated 5 August 2008 between Re Tensator Holdings Limited as the parent (1), Tensator Holdings Limited and others as the borrowers (2), Tensator Holdings Limited and others as the guarantors (3) and Lloyds TSB Bank plc as the lender (4),

"**Pledged Shares**" means all of the issued and outstanding shares of the capital stock, whether certificated or uncertificated, of the Pledged Subsidiary owned by the Company, specifically certificate number 1 dated date 1 February 2006 in respect of 9,625 shares of the Pledged Subsidiary,

"**Pledged Subsidiary**" means Tensator, Inc owned by the Company

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



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

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

COMPANY NO. 4046724
CHARGE NO. 9

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A STOCK PLEDGE AGREEMENT
DATED 4 AUGUST 2008 AND CREATED BY TENSATOR LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO LLOYDS TSB BANK PLC 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 12 AUGUST 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 AUGUST 2008

D. S. etc.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES