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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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)

Name of company

* IDEAL STELRAD LIMITED (the "Company")

Date of creation of the charge

25 April 2007

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

DEBENTURE dated 25 April 2007 between (1) the Charging Companies and (2) the Security Agent
(the "Debenture")

Amount secured by the mortgage or charge

All money or liabilities due, owing or incurred to any Secured Party by any Charging Company or
any other Obligor under any Finance Document as at 25 April 2007 or in the future, in any manner
whether actual or contingent, whether incurred solely or jointly with any other person and whether
as principal or surety, together with all interest accruing thereon and including all liabilities in
connection with any notes, bills or other instruments accepted by any Secured Party for or at the
request of an Obligor and all losses incurred by any Secured Party in connection therewith except
for any money or liability which, if it were so included, would cause the infringement of section
151 of the Companies Act 1985 (the "Indebtedness")

Continued on Addendum 2/4

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

THE ROYAL BANK OF SCOTLAND PLC, 5th Floor 135 Bishopsgate London as security trustee for
itself and the other Secured Parties (the "Security Agent")

Postcode EC2M 3UR

Presenter's name address and
reference (if any)

Ashurst
Broadwalk House
5 Appold Street
London
EC2A 2HA

MHV/LYG/R546 00727/4301351

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room

THURSDAY



AJPHEPFH

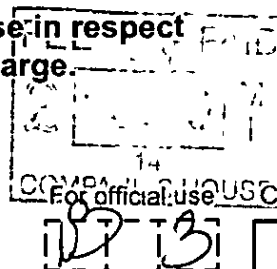
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COMPANIES HOUSE

159603/169
395



For official use

Company number
04049093

1 CHARGING CLAUSE

1 1 Fixed Charges

The Company, as security for the payment of the Indebtedness, has charged in favour of the Security Agent with full title guarantee the following assets, both as at 25 April 2007 and in the future, from time to time owned by it or in which it has an interest

(a) by way of first legal mortgage all freehold and Material Leasehold Property (including the property specified in schedule 2 to the Debenture, as set out in schedule 2 hereto) together with all buildings and fixtures (including trade fixtures) on that property, and

(b) by way of first fixed charge

(i) all the Subsidiary Shares and Investments and all corresponding Distribution Rights,

Continued on Addendum 4/4

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legibly, preferably
in black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

N/A

Signed Ashurst

Date 06 May 2007

On behalf of ~~XXXXXXXXXXXX~~ [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 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

Name of company

*insert full name
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* IDEAL STELRAD LIMITED (the "Company")

Addendum 1/4

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

Addendum 2/4

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

NOTE

In this form 395

"Agent" means the Royal Bank of Scotland plc as agent of the other Finance Parties (as defined in the Senior Facilities Agreement),

"Agreed Security Principles" are the security principles set out in Schedule 15 of the Senior Facilities Agreement,

"Assigned Agreements" means the Acquisition Documents (as defined in the Senior Facilities Agreement), the Insurances (as defined in the Debenture) and any other agreement designated as an Assigned Agreement by the Company and the Security Agent,

"Book Debts" means all book and other debts arising in the ordinary course of trading other than Excluded Book Debts,

"Charged Property" means the assets mortgaged, charged or assigned to the Security Agent by the Debenture,

"Charging Companies" means the Parent, each of the companies listed in schedule 1 to the Debenture, as set out in schedule 1 hereto, and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed,

"Collection Accounts" means the accounts of the Company set out in schedule 5 to the Debenture and/or such other accounts as the Company and the Security Agent shall agree or (following the occurrence of a Declared Default) as the Security Agent shall specify,

"Declared Default" means an Event of Default which is continuing and which has resulted in the Agent exercising any of its rights under clause 29 18 (Acceleration) of the Senior Facilities Agreement or the Mezzanine Agent (as defined in the Mezzanine Facility Agreement) exercising any of its rights under clause 28 18 (Acceleration) of the Mezzanine Facility Agreement,

"Distribution Rights" means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise),

"Events of Default" means Event of Default as defined in the Senior Facilities Agreement and the Mezzanine Facility Agreement,

"Excluded Book Debts" means any Book Debts which arise under agreements or contracts where under the terms thereof, any rights or title thereunder may not be subject to the Security contemplated under the terms of the Debenture,

"Finance Documents" means the Finance Documents (as defined in the Senior Facilities Agreement) and the Mezzanine Finance Documents (as defined in the Mezzanine Facility Agreement),

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*insert full name
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* IDEAL STELRAD LIMITED (the "Company")

"Floating Charge Asset" means an asset charged under clause 3 2 (Floating Charge) of the Debenture,

"Group" means the Parent and each of its Subsidiaries for the time being,

"Group Company" means a member of the Group,

"Hedging Agreements" means the Hedging Agreement as defined in the Senior Facilities Agreement and the Mezzanine Facility Agreement,

"Intellectual Property" means

(a) all trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which it owns as at 25 April 2007 or in the future or (to the extent of its interest) in which it has an interest as at 25 April 2007 or in the future (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), and

(b) the benefit of all applications and rights to use such assets of each Obligor,

"Investment" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of the Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares),

"Material Leasehold Property" means any leasehold property in which the Company may have an interest other than any leasehold property which has a term of 21 years or less to run or has a rack-rent payable in respect thereof,

"Mezzanine Facility Agreement" means the mezzanine facility agreement dated 4 April 2007 under which certain lenders have made available £30,000,000 of facilities to Bandwood Limited (CRN 05420025),

"Mezzanine Finance Parties" means the Mezzanine Agent, the Mezzanine Arrangers, the Security Agent and a Mezzanine Lender (as all such terms are defined in the Mezzanine Facility Agreement),

"Obligors" means Obligors as defined in the Senior Facilities Agreement and the Mezzanine Facility Agreement,

"Parent" means Ideal Stelrad Group Limited (CRN 05419451),

"Quasi Security" has the meaning given to it in clause 28 13 (Negative Pledge) of the Senior Facilities Agreement,

"Receiver" means a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver in each case appointed under the Debenture,

"Secured Parties" means the Senior Finance Parties and the Mezzanine Finance Parties,

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

"Security Accession Deed" means a deed executed by a Group Company substantially in the form set out in schedule 7 to the Debenture, with those amendments which the Security Agent may approve or reasonably require,

"Senior Facilities Agreement" means the senior facilities agreement dated 4 April 2007 under which certain lenders have made available £260,000,000 of facilities to amongst others, Bandwood Limited (CRN 05420025),

"Senior Finance Parties" means the Agent, the Second Lien Agent, the Arrangers, the Security Agent, a Lender, the

Company number

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Name of company

*insert full name
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* IDEAL STELRAD LIMITED (the "Company")

Bookrunner, the Issuing Bank, a Hedge Counterparty or any Ancillary Lender (as all such terms are defined in the Senior Facilities Agreement),

"Subsidiary" means in relation to any company or corporation, a company or corporation

(a) which is controlled, directly or indirectly, by the first mentioned company or corporation,

(b) more than half the issued share capital of which is beneficially owned, directly or indirectly by the first mentioned company or corporation, or

(c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation,

(d) and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control a majority (by number of votes) of the composition of its board of directors or equivalent body,

"Subsidiary Shares" means all shares owned by the Company in its Subsidiaries including those listed in schedule 3 to the Debenture, as set out in schedule 3 hereto

Addendum 3/4

3 Names, addresses and description of the mortgages or persons entitled to the charge (continued)

Name of company

*insert full name
of Company

* IDEAL STELRAD LIMITED (the "Company")

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

(ii) all other interests (not charged under clause 3 1(a) of the Debenture, as set out in clause 1 1(a) above) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,

(iii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,

(iv) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts,

(v) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of those debts and claims,

(vi) all monies standing to the credit of its accounts (including the Collection Accounts) with any bank, financial institution or other person and all rights related to those accounts,

(vii) all its Intellectual Property,

(viii) all rights and interest in the Hedging Agreement,

(ix) the benefit of all consents and agreements held by it in connection with the use of any of its assets,

(x) its goodwill and uncalled capital,

(xi) if not effectively assigned by clause 3 3 (Security Assignment) of the Debenture, as set out in clause 1 3 below, all its rights and interests in (and claims under) the Assigned Agreements

1 2 Floating Charge

As further security for the payment of the Indebtedness, the Company has charged with full title guarantee in favour of the Security Agent by way of first floating charge all its assets as at 25 April 2007 and in the future not effectively charged by way of first fixed charge under clause 3 1 (Fixed Charges) of the Debenture, as set out in clause 1 1 above, or assigned under clause 3 3 (Security Assignment) of the Debenture, as set out in clause 1 3 below

1 3 Security Assignment

(a) As further security for the payment of the Indebtedness, the Company has assigned absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the Company re-assign the relevant rights, title and interest in the Assigned Agreements to the Company (or as it shall direct)

(b) Until the occurrence of a Declared Default, but subject to clause 8 8 (Assigned Agreements) of the Debenture, the Company may continue to deal with the counterparties to, and exercise all its rights under, the relevant Assigned Agreements

1 4 Conversion of Floating Charge

If

(a) a Declared Default has occurred, or

Name of company

*insert full name
of Company

* IDEAL STELRAD LIMITED (the "Company")

(b) the Security Agent is reasonably of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,

the Security Agent may, by notice to the Company, convert the floating charge created under the Debenture into a fixed charge as regards those assets which it specifies in the notice. The Company shall promptly execute a fixed charge or legal assignment over those assets in the form which the Security Agent requires

1.5 Automatic Conversion of Floating Charge

If the Company creates (or purports to create) any Security (except as permitted by the Senior Facilities Agreement and the Mezzanine Facility Agreement or with the prior consent of the Security Agent) on or over any Floating Charge Asset without the prior consent in writing of the Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under the Debenture will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset

2 FURTHER ASSURANCE

(a) Subject to the Agreed Security Principles, the Company shall promptly (and at its own expense) do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))

(i) to perfect the Security created or intended to be created under or evidenced by the Debenture or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to the Debenture or by law, and/or

(ii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by the Debenture

(b) Subject to the Agreed Security Principles, the Company shall take all such action as is available to it (including making all filings and registrations) 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 Security Agent or the Secured Parties by or pursuant to the Debenture

3 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The Company may not

(a) create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property,

(b) sell, discount, factor, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or

(c) dispose of the equity of redemption in respect of all or any part of the Charged Property,

except as permitted by the Senior Facilities Agreement and the Mezzanine Facility Agreement or with the prior consent of the Security Agent

Name of company

*insert full name
of Company

* IDEAL STELRAD LIMITED (the "Company")

SCHEDULES

SCHEDULE 1

Charging Companies

Ideal Stelrad Group Company (CRN 05419451)
 BladePark Limited (CRN 05419441)
 Corkgrove Limited (CRN 05420175)
 Bandwood Limited (CRN 05420025)
 Caradon Radiators Holdings Limited (CRN 03983137)
 Caradon Radiators Bidco2 Limited (CRN 03983125)
 Caradon Boilers Bidco3 Limited (CRN 04048962)
 Caradon Boilers Holdings Limited (CRN 04048959)
 Ideal Stelrad Limited (CRN 04049093)
 Ideal Boilers Limited (CRN 0322137)
 Stelrad Limited (CRN 02263368)
 Keston Holdings Limited (CRN 00795957)
 Keston Boilers Limited (CRN 03544589)

SCHEDULE 2

Details of Properties

Charging Company	County and District	Address or description	Title No
Ideal Stelrad Limited	Tyne and Wear, Newcastle-upon-Tyne	67-75 (odd nos) The Side, Newcastle-upon-Tyne	TY205881, TY246593 and TY423767

SCHEDULE 3

Subsidiary Shares

Charging Company	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
None as at 25 April 2007			

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 04049093

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 25th APRIL 2007 AND CREATED BY IDEAL STELRAD LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY CHARGING COMPANY OR ANY OTHER OBLIGOR TO ANY SECURED PARTY 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 10th MAY 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th MAY 2007.

Angels



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES