

MG01

Particulars of a mortgage or charge

18921/65



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

TUESDAY



LD2 11/01/2011 104

COMPANIES HOUSE

| | | | | | | | | | | | | | | | | | | | | |
|--|--|---|------------------|---|---|---|---|---|---|---|---|----------------------|--|---|---|--|--|--|--|--|
| 1 | Company details | <div style="border: 1px solid black; padding: 2px;"> <div style="display: flex; justify-content: space-between;"> 4 For official use </div> <div style="font-size: small;"> <p>→ Filling in this form Please complete in typescript or in bold black capitals</p> <p>All fields are mandatory unless specified or indicated by *</p> </div> </div> | | | | | | | | | | | | | | | | | | |
| <div style="display: flex; justify-content: space-between;"> <div style="width: 65%;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Company number</td> <td style="width: 10%;">0</td> <td style="width: 10%;">5</td> <td style="width: 10%;">3</td> <td style="width: 10%;">2</td> <td style="width: 10%;">2</td> <td style="width: 10%;">2</td> <td style="width: 10%;">9</td> <td style="width: 10%;">0</td> </tr> <tr> <td>Company name in full</td> <td colspan="8">TENSAR MANUFACTURING LIMITED (the "Chargor")</td> </tr> </table> </div> <div style="width: 30%;"></div> </div> | | | Company number | 0 | 5 | 3 | 2 | 2 | 2 | 9 | 0 | Company name in full | TENSAR MANUFACTURING LIMITED (the "Chargor") | | | | | | | |
| Company number | 0 | 5 | 3 | 2 | 2 | 2 | 9 | 0 | | | | | | | | | | | | |
| Company name in full | TENSAR MANUFACTURING LIMITED (the "Chargor") | | | | | | | | | | | | | | | | | | | |
| 2 | Date of creation of charge | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Date of creation</td> <td style="width: 5%;">d</td> <td style="width: 5%;">2</td> <td style="width: 5%;">9</td> <td style="width: 5%;">m</td> <td style="width: 5%;">1</td> <td style="width: 5%;">2</td> <td style="width: 5%;">y</td> <td style="width: 5%;">2</td> <td style="width: 5%;">0</td> <td style="width: 5%;">y</td> <td style="width: 5%;">1</td> <td style="width: 5%;">0</td> </tr> </table> | | | Date of creation | d | 2 | 9 | m | 1 | 2 | y | 2 | 0 | y | 1 | 0 | | | | | |
| Date of creation | d | 2 | 9 | m | 1 | 2 | y | 2 | 0 | y | 1 | 0 | | | | | | | | |
| 3 | Description | | | | | | | | | | | | | | | | | | | |
| <div style="border: 1px solid black; padding: 5px;"> <p style="font-size: small;">Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'</p> </div> | | | | | | | | | | | | | | | | | | | | |
| Description | <p>Supplemental debenture entered into between, amongst others, the Chargor and TCO Funding Corp for itself and for the benefit of Credit Suisse AG, Cayman Islands Branch in its capacity as administrative agent for TCO Funding Corp under the Murabaha Facility Agreement (as defined on Continuation Page 12 of Part 6 of this Form MG01) (the "Beneficiary"), (the "Supplemental Debenture")</p> | | | | | | | | | | | | | | | | | | | |
| 4 | Amount secured | | | | | | | | | | | | | | | | | | | |
| <div style="border: 1px solid black; padding: 5px;"> <p style="font-size: small;">Please give us details of the amount secured by the mortgage or charge</p> </div> | | | | | | | | | | | | | | | | | | | | |
| Amount secured | <p>The Obligations of Luxco under the Murabaha Facility Agreement and the obligations of each guarantor under the Guarantee (the "Secured Obligations")</p> <p>(For definitions of capitalised terms used in this Form MG01, please see Continuation Pages 9 to 14 of Part 6 of this Form MG01 attached hereto)</p> | | | | | | | | | | | | | | | | | | | |
| | | <div style="border: 1px solid black; padding: 5px;"> <p style="font-size: small;">Continuation page Please use a continuation page if you need to enter more details</p> </div> | | | | | | | | | | | | | | | | | | |

MG01**Particulars of a mortgage or charge****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

| | |
|----------|---|
| Name | TCO Funding Corp , as Beneficiary |
| Address | c/o Global Securitization Services, LLC, 68 South Service Road, Suite 120, Melville, New York, USA |
| Postcode | 1 1 7 4 7 |
| Name | |
| Address | |
| Postcode | |

Continuation page
Please use a continuation page if you need to enter more details**6****Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

1 CHARGING PROVISIONS**1 1 Specific Charges**

Subject to Clause 3 4 (Removal of Impediments to Charges and Assignments) of the Supplemental Debenture (as set out at paragraph 1 4 of this Part 6), the Chargor with full title guarantee and as a continuing security for the payment, performance and discharge of the Secured Obligations by entry into the Supplemental Debenture has charged in favour of the Beneficiary (acting as agent as aforesaid) (or, if the Beneficiary so chooses, its nominee) the following assets, both present and future, from time to time owned by it or in which it has an interest

(a) by way of first legal mortgage all of its Property together with all buildings and fixtures (including trade fixtures) thereon and/or the proceeds of sale thereof and by way of first fixed charge all future Property and any other Property not effectively charged by way of first legal mortgage in each case together with all buildings and fixtures (including trade fixtures) thereon and all proceeds of sale thereof,

(b) by way of first equitable mortgage, all of its Pledged Securities and, if and to the extent not effectively assigned by Clause 3 3 (Assignments by way of Security) of the Supplemental Debenture (as set out in paragraph 1 3 of this Part 6), all Related Rights relating to such Pledged Securities,

(c) by way of first fixed charge

(i) its Intellectual Property Collateral, including all fees and royalties derived or to be derived from the Intellectual Property Collateral,

(ii) its Licences and all deeds and documents from time to time relating to the Collateral,

(Please see continuation pages 1 to 8 of this Part 6 to this Form MG01 attached hereto)

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Particulars of a mortgage or charge

| | | |
|----------------------------------|---|--|
| 7 | Particulars as to commission, allowance or discount (if any) | |
| | <p>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</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p> | |
| Commission allowance or discount | NIL | |
| 8 | Delivery of instrument | |
| | <p>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)</p> <p>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)</p> | |
| 9 | Signature | |
| Signature | <p>Please sign the form here</p> <p>Signature</p> <p>X <i>Latham & Watkins</i> X</p> | |
| | <p>This form must be signed by a person with an interest in the registration of the charge</p> | |

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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 **Nicola Webb**

Company name **Latham & Watkins**

Address **99 Bishopsgate**

Post town **London**

County/Region

Postcode **E C 2 M 3 X F**

Country **UK**

DX **C/M No 028632-0103**

Telephone **02077101000**



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

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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>(iii) its goodwill and its uncalled share capital both present and future,</p> <p>(iv) if and to the extent not effectively assigned by Clause 3 3 (<i>Assignments by way of Security</i>) of the Supplemental Debenture (as set out in paragraph 1 3 of this Part 6), all of its rights, title and interest in and to (and claims under) the Policies and to any statutory or other compensation monies (including the proceeds of any defective title, restrictive covenant or other indemnity policy or covenant relating to its Property) arising for its benefit for interference with the use and/or enjoyment of its Property or the curtailment of any easement, right or benefit relating thereto and all other compensation monies from time to time received by it in respect of its Property,</p> <p>(v) all of its rights, title and interest in and to all chattels from time to time hired, leased or rented by it to any other person together, in each case, with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligation of any person under or in respect of such contract,</p> <p>(vi) all rights in relation to or under and all benefits of, any covenants for title given or entered into by any of its predecessors in title to its Property, all proceeds of a capital nature in relation to the disposal of its Property, the benefit of any contract for the sale, letting or other disposal of its Property and all present and future options to renew all leases or purchase all reversions (whether or not freehold) from time to time in relation to its Property,</p> <p>(vii) (to the extent capable of being so charged) the benefit of all of its rights and claims against all lessees from time to time of the whole or any parts of its Property and all guarantors and sureties for the obligations of such lessees and against all persons who are under any obligation to it in respect of any works of design, construction, repair or replacement to, on or about its Property,</p> <p>(viii) its Equipment (whether from time to time in or on the Property (and not comprised in the Property) or otherwise), and the benefit of all of its rights and claims against any person in respect of the design, construction, repair or replacement of the same,</p> <p>(ix) all of its rights (including against third parties) and benefits in and to the Receivables, to the extent that they do not fall within any other paragraph of Clause 3 1 (<i>Specific Charges</i>) of the Supplemental Debenture (as set out in this paragraph 1 1),</p> <p>(x) all of its rights and benefits in and to the Receivables Accounts and all monies standing to their credit,</p> <p>(xi) so far as permitted under the relevant document, its rights, title and interest in and to all contracts, agreements or warranties affecting or in any way relating to the Collateral and the benefit of all related rights and remedies,</p> | |

| 6 | Short particulars of all the property mortgaged or charged | |
|-------------------|---|--|
| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p style="text-align: center;">and</p> <p style="text-align: center;">(xii) any beneficial interest, claim or entitlement it has in any pension fund</p> <p>1 2 Floating Charge</p> <p>The Chargor with full title guarantee and as a continuing security for the payment, performance and discharge of the Secured Obligations has charged to the Beneficiary (acting as agent as aforesaid) by way of first floating charge all of its undertakings, property, assets and rights (including its Inventory and Equipment), whatsoever and wheresoever, both present and future (save insofar as any of the same shall for the time being be effectively mortgaged or charged by way of first fixed charge under the provisions of Clause 3 1 (<i>Specific Charges</i>) of the Supplemental Debenture (as set out in paragraph 1 1 of this Part 6) or assigned by way of security under the provisions of Clause 3 3 (<i>Assignments by way of Security</i>) of the Supplemental Debenture (as set out in paragraph 1 3 of this Part 6)) The floating charge created by the Chargor pursuant to Clause 3 2 (<i>Floating Charge</i>) of the Supplemental Debenture (as set out in this paragraph 1 2 of this Part 6) is a "qualifying floating charge" for the purposes of paragraph 14 2(a) of Schedule B1 of the Insolvency Act and paragraph 14 of Schedule B1 to the Insolvency Act shall apply to the Supplemental Debenture</p> <p>1 3 Assignments by way of Security</p> <p>Subject to Clause 3 4 (<i>Removal of Impediments to Charges and Assignments</i>) of the Supplemental Debenture (as set out in paragraph 1 4 of this Part 6), the Chargor with full title guarantee and as a continuing security for the payment, performance and discharge of the Secured Obligations by execution of the Supplemental Debenture has assigned absolutely (in each case to the fullest extent capable of assignment) by way of security to the Beneficiary (acting as agent as aforesaid) all of its present and future rights, title and interest in and to</p> <ul style="list-style-type: none"> (a) the proceeds of the Policies, (b) the Receivables (to the extent not effectively charged by way of fixed charge pursuant to Clause 3 1 (<i>Specific Charges</i>) of the Supplemental Debenture (as set out at paragraph 1 1 of this Part 6)), (c) each Receivables Account maintained by it (including any such account specified in Schedule 2 (<i>Receivables Account(s)</i>) of the Supplemental Debenture, of which there is none at the date of the Supplemental Debenture) and any monies from time to time standing to the credit of any such account or any other account maintained with the Beneficiary into which the proceeds of Receivables are paid (to the extent not effectively charged by way of fixed charge pursuant to Clause 3 1 (<i>Specific Charges</i>) of the Supplemental Debenture (as set out at paragraph 1 1 of this Part 6), (d) the Related Rights, (e) all monies which at any time may be or become payable to it pursuant to any Contract and the proceeds of any claims, awards and judgments which may at any time be receivable or received by it pursuant thereto, and (f) all rights, title, interest and benefits present or future of such Chargor in, under or in respect of and the right to enforce each of the Intercompany Loan Agreements | |

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Particulars of a mortgage or charge

| 6 | Short particulars of all the property mortgaged or charged |
|-------------------|---|
| Short particulars | <p data-bbox="309 344 1031 374">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="507 443 1503 663">(and the Chargor by executing the Supplemental Debenture thereby gave notice of such assignment of the Intercompany Loan Agreements to each of the other chargors party to the Supplemental Debenture and each such chargor acknowledged receipt of such notice) and the SPA in accordance with their respective terms, together with the benefit of all rights and claims, representations, warranties and remedies that the Chargor may have against any third party in respect of that Collateral</p> <p data-bbox="309 701 1046 730">1 4 Removal of Impediments to Charges and Assignments</p> <p data-bbox="354 763 560 792">To the extent that</p> <p data-bbox="411 808 1503 904">(a) any right, title or interest described in Clause 3 1 (<i>Specific Charges</i>) of the Supplemental Debenture (as set out in paragraph 1 1 of this Part 6) is not capable of being charged, or</p> <p data-bbox="411 936 1503 1032">(b) any right, title or interest described in Clause 3 3 (<i>Assignments by way of Security</i>) of the Supplemental Debenture (as set out in paragraph 1 3 of this Part 6) is not capable of assignment,</p> <p data-bbox="354 1061 1503 1697">the Chargor shall use its reasonable endeavours as soon as reasonably practicable to obtain any relevant consent to such assignment or charge or to otherwise render the same capable of assignment or charge (other than in the case of the Pioneer Mill Lease) and, pending such interest becoming capable of assignment or charge, the charge purported to be created by Clause 3 1 (<i>Specific Charges</i>) of the Supplemental Debenture (as set out in paragraph 1 1 of this Part 6) or the assignment purported to be effected by Clause 3 3 (<i>Assignments by way of Security</i>) of the Supplemental Debenture (as set out in paragraph 1 3 of this Part 6) (as the case may be) shall, without prejudice to the provisions of Clause 3 1(c)(ix) of the Supplemental Debenture (as set out at paragraph 1 1(c)(ix) of this Part 6) in relation to Receivables, only operate as a charge or an assignment (as the case may be) by way of continuing security of any and all proceeds, damages, compensation, remuneration, profit, rent or income which the Chargor may derive therefrom or be awarded or entitled to in respect thereof, in each case as continuing security for the payment, discharge and performance of the Secured Obligations Forthwith upon receipt of the relevant consent, the relevant right, title or interest shall stand charged or assigned to the Beneficiary under Clause 3 1 (<i>Specific Charges</i>) of the Supplemental Debenture (as set out at paragraph 1 3 of this Part 6) or 3 3 (<i>Assignments by way of Security</i>) of the Supplemental Debenture (as set out at paragraph 1 3 of this Part 6) (as the case may be) and the Chargor will, if required by the Beneficiary forthwith execute a valid fixed charge or legal assignment (as the case may be) in such form as the Beneficiary shall require but on terms no more onerous than the Supplemental Debenture</p> <p data-bbox="309 1713 695 1742">2. NEGATIVE PLEDGE</p> <p data-bbox="354 1776 1477 1839">The Chargor has undertaken in favour of the Beneficiary (as agent as aforesaid) that it will not, save as permitted under the Murabaha Facility Agreement</p> <p data-bbox="411 1854 576 1883">(a) Liens</p> <p data-bbox="507 1917 1477 2013">create, incur, assume or permit to subsist any Lien over all or any part of the Collateral (other than Permitted Liens and the Security) or any interest therein ranking in priority to, pari passu with or subsequent to the Security, nor enter into</p> |

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Particulars of a mortgage or charge

| 6 | Short particulars of all the property mortgaged or charged |
|-------------------|---|
| Short particulars | <p data-bbox="316 344 1034 378">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="507 448 946 477">any agreement to do any of the same,</p> <p data-bbox="411 495 624 524">(b) Disposals</p> <p data-bbox="507 557 1489 777">sell, transfer, assign, lease out, lend or otherwise dispose of (whether outright, by a sale and repurchase, sale and leaseback arrangement or otherwise), or grant any rights (whether of pre-emption or otherwise) over, all or any part of the Collateral or any interest therein, nor enter into any agreement to do any of the same (save in the ordinary course of its operations on arm's length terms in the case of assets of the Chargor charged by the Supplemental Debenture by way of floating charge only), or</p> <p data-bbox="411 795 740 824">(c) Material prejudice</p> <p data-bbox="507 857 1489 952">do or cause or permit to be done anything which may materially depreciate, jeopardise or otherwise materially prejudice the market value or collateral value of any Collateral or the rights of the Beneficiary under the Supplemental Debenture</p> <p data-bbox="316 969 1214 999">3. FURTHER ASSURANCE AND PERFECTION OF SECURITY</p> <p data-bbox="316 1030 628 1059">3.1 Further Assurance</p> <p data-bbox="411 1093 1505 1249">(a) Subject to Clause 9.1(b) of the Supplemental Debenture (as set out in paragraph (b) below), the Chargor shall, at its own expense, promptly following request by the Beneficiary, execute and do all such acts, deeds and things (including, without limitation, payment of all stamp duties and registration fees) the Beneficiary may reasonably require for</p> <p data-bbox="507 1283 1505 1440">(i) perfecting or protecting the security created (or intended to be created) by the Supplemental Debenture over any Collateral (including for the avoidance of doubt arranging for any Pledged Securities which are in registered form to be registered in the name of the Beneficiary or a nominee of the Beneficiary), and</p> <p data-bbox="507 1473 1505 1787">(ii) after the security constituted by the Supplemental Debenture has become enforceable in accordance with the terms of the Supplemental Debenture, facilitating the realisation of any Collateral or the exercise of any right, power or discretion exercisable by the Beneficiary in respect of any Collateral, including, without limitation, the conversion of equitable security to legal security, the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Beneficiary or its nominees, and the giving of any notice, order or direction and the making of any registration, which in any case, the Beneficiary may think necessary or desirable</p> <p data-bbox="411 1821 1505 1977">(b) Notwithstanding Clause 9.1(a) of the Supplemental Debenture (as set out in paragraph (a) above), no Chargor shall be required to do any act, deed or thing in accordance with Clause 9.1(a) of the Supplemental Debenture (as set out in paragraph (a) above) in connection with Excluded Shares until after the occurrence of an Event of Default that is continuing</p> |

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| Short particulars | <p>(c) The documents referred to in Clause 9 1(a) of the Supplemental Debenture (as set out in paragraph (a) above) shall be in such form and contain such provisions as the Beneficiary reasonably requires. The obligations of the Chargor under Clauses 9 1 (a) and 9 1(c) of the Supplemental Debenture (as set out in paragraph (a) above and this paragraph (c)) shall be in addition to and not in substitution for the covenants for further assurance deemed to be included in the Supplemental Debenture by virtue of section 1(2) of the Law of Property (Miscellaneous Provisions) Act 1994</p> <p>(d) The Chargor shall, whenever requested by the Beneficiary (acting reasonably) and at the Chargor's cost, affix to a visible part of such of the Collateral, or endorse or cause to be endorsed on such documents, as the Beneficiary shall in each case stipulate, labels, signs or memoranda in a permanent manner and in such form as the Beneficiary shall require (but not so as to impede or restrict the normal use or operation thereof) referring or drawing attention to the Security</p> <p>3 2 Conversion of Floating Charge</p> <p>(a) Without prejudice to the Security, the Beneficiary may at any time by notice in writing to the Chargor convert the floating charge created by it pursuant to Clause 3 2 (<i>Floating Charge</i>) of the Supplemental Debenture (as set out in paragraph 1 2 of this Part 6) with immediate effect into a fixed charge or legal assignment as regards all or any of the Collateral specified in the notice</p> <p>(i) at any time after the occurrence of an Event of Default which is continuing and which is not an event described in Clause 9 1(b) of the Supplemental Debenture (as set out in paragraph (b) below), or</p> <p>(ii) at any time after the Beneficiary becomes entitled to appoint a Receiver notwithstanding it may elect not to do so or the Security is otherwise enforceable, or</p> <p>(iii) if the Beneficiary (acting reasonably) considers such Collateral to be in danger of being seized or sold under any form of distress, attachment, execution, diligence or other legal process or to be otherwise in jeopardy, or</p> <p>(iv) the Beneficiary becomes aware or has reason to believe that steps have been taken which may lead to the presentation of a petition to appoint an administrator in relation to the Chargor or to wind up the Chargor</p> <p>(b) The floating charge created by the Chargor pursuant to Clause 3 2 (<i>Floating Charge</i>) of the Supplemental Debenture (as set out in paragraph 1 2 of this Part 6) will (in addition to the circumstances in which the same will occur under general law) automatically be converted with immediate effect (without notice from the Beneficiary to the Chargor) into a fixed charge</p> <p>(i) on the convening of any general meeting of the members of the Chargor for the purposes of considering any resolution for its winding-up, dissolution, compromise, arrangement or reconstruction, or</p> | |

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|-------------------|--|--|
| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <ul style="list-style-type: none"> (ii) on the commencement of any legal proceedings (or their renewal after a stay) by the Chargor or any of its directors or shareholders or other person for its winding-up or the making of an administration order (or any order having the same or similar effect) in relation to it, or (iii) on the making of an order by a competent court or the passing of a resolution for the winding-up, dissolution, administration, compromise, arrangement or reconstruction of the Chargor or the appointment of any receiver, administrator, administrative receiver or any similar officer in relation to it or any and all of its property, assets or revenues, or (iv) if the Chargor fails to comply with its obligations under Clause 8 (<i>Negative Pledge</i>) of the Supplemental Debenture (as set out in paragraph 2 of this Part 6) or the Chargor takes or threatens to take any action which the Beneficiary considers likely to result in a breach thereof, (v) upon any person taking any step with a view to levying distress against any of the Collateral of the Chargor or any judgment creditor taking any step with a view to enforcing against any of the Collateral of a Chargor a judgment obtained against it whether by a warrant of execution, writ of fieri facias, garnishee order, charging order or otherwise, or (vi) if any other floating charge created by the Chargor crystallises for any reason (c) The giving by the Beneficiary of a notice pursuant to Clause 9 2(a) of the Supplemental Debenture (as set out in paragraph 3 2(a) of this Part 6) in relation to any class of the Collateral shall not be construed as a waiver or abandonment of the Beneficiary's right to serve similar notices in respect of any other class of the Collateral or its other rights under the Supplemental Debenture (d) On the giving by the Beneficiary of a notice pursuant to Clause 9 2(a) of the Supplemental Debenture (as set out in paragraph 3 2(a) of this Part 6) or the conversion of a floating charge into a fixed charge pursuant to Clause 9 2(b) of the Supplemental Debenture (as set out in paragraph 3 2(b) of this Part 6), the Chargor shall, at its own expense, execute and/or deliver such documents in such form as the Beneficiary (acting reasonably) shall require in order to perfect such fixed charge (e) The floating charge granted by the Chargor pursuant to Clause 3 2 (<i>Floating Charge</i>) of the Supplemental Debenture (as set out in paragraph 1 2 of this Part 6) shall not, either by notice given by the Beneficiary under Clause 9 1(a) of the Supplemental Debenture (as set out in paragraph (a) above) or automatically under Clause 9 1(b) of the Supplemental Debenture (as set out in paragraph (b) above), be converted into fixed charges over any Collateral or otherwise crystallise solely as a result of (i) the obtaining of a moratorium by the Chargor, or | |

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Particulars of a mortgage or charge

| 6 | Short particulars of all the property mortgaged or charged |
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| Short particulars | <p data-bbox="316 342 1031 376">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="504 443 1430 568">(ii) anything done by the Chargor with a view to obtaining a moratorium, in each case under section 1A of and Schedule A1 to the Insolvency Act to the extent they are applicable to the Chargor</p> <p data-bbox="316 584 652 618">3 3 Security in Jeopardy</p> <p data-bbox="352 647 1497 1028">If at any time it shall appear to the Beneficiary (acting reasonably) that any of the Collateral is in danger of seizure, distress, attachment, execution, diligence or other legal process, or that the Security shall for any other reason be in jeopardy, the Beneficiary shall be entitled without notice to the Chargor to take possession of and hold the same or to appoint a Receiver of such Collateral. The provisions of Clause 10 (<i>Receiver</i>) of the Supplemental Debenture shall govern the appointment, removal and powers of a Receiver appointed under Clause 9 3 (<i>Security in Jeopardy</i>) of the Supplemental Debenture (as set out in this paragraph) as if it were a Receiver appointed under Clause 10 (<i>Receiver</i>) of the Supplemental Debenture and the Chargor shall, at its own expense, promptly execute such deeds and other agreements and otherwise take whatever action the Beneficiary may require (acting reasonably) in order to enable the Beneficiary to exercise its rights contained in Clause 9 3 (<i>Security in Jeopardy</i>) of the Supplemental Debenture (as set out in this paragraph)</p> <p data-bbox="316 1043 761 1077">4. CONTINUING SECURITY</p> <p data-bbox="352 1106 1497 1487">The Security constituted by the Supplemental Debenture shall be a continuing security and will extend to the ultimate balance of the Secured Obligations notwithstanding any interim or intermediate payment, discharge or settlement of account or other matter whatsoever and is in addition to and shall not merge with or otherwise prejudice or affect (or be prejudiced or affected by) the security constituted by any Lien, guarantee or other assurance now (as at the date of the Supplemental Debenture) or thereafter held by the Beneficiary or any right or remedy of the Beneficiary in respect of the same and shall not be in any way prejudiced or affected by the invalidity thereof, or by the Beneficiary now (as at the date of the Supplemental Debenture) or thereafter dealing with, exchanging, releasing, modifying or abstaining from perfecting or enforcing any of the same, or any rights which it may now (as at the date of the Supplemental Debenture) or thereafter have, or giving time for payment or indulgence or compounding with any other person liable</p> <p data-bbox="316 1503 745 1536">5. POWER OF ATTORNEY</p> <p data-bbox="316 1565 564 1599">5 1 Appointment</p> <p data-bbox="352 1628 1481 1789">The Chargor, by way of security, has irrevocably appointed the Beneficiary and the persons deriving title under it and separately any Receiver jointly or severally to be its attorney or attorneys for it (with full power of substitution and delegation) and in the name and on behalf and as its act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and things which may be required</p> <p data-bbox="411 1805 1503 2022">(a) for carrying out any obligations imposed on the Chargor by or pursuant to the Supplemental Debenture, (b) following the occurrence of an Event of Default that is continuing, for carrying any sale, lease or other dealing whatsoever by the Beneficiary or Receiver into effect, (c) following the occurrence of an Event of Default that is continuing, for conveying or</p> |

| 6 | Short particulars of all the property mortgaged or charged | |
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| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>transferring any legal estate or other interest in land or any other property whatsoever,</p> <p>(d) following the occurrence of an Event of Default that is continuing, for getting in all or any part of the Collateral, and</p> <p>(e) following an Event of Default that is continuing, generally for enabling the Beneficiary and any Receiver to exercise the respective powers, authorities and discretions conferred on them by or pursuant to the Supplemental Debenture or by law</p> <p>The provisions of Clause 13 1 (<i>Appointment</i>) of the Supplemental Debenture (as set out in this paragraph) shall take effect as and by way of variation to the provisions of sections 109(6) and 109(8) of the Act which provisions as so varied and extended shall be deemed incorporated in the Supplemental Debenture as if they related to a receiver of the Collateral and not merely a receiver of the income thereof</p> <p>5 2 Ratification</p> <p>The Chargor has covenanted with the Beneficiary and separately with any Receiver that, on request, it will ratify and confirm all security agreements, documents and acts and all transactions entered into by the Beneficiary or any Receiver (or by the Chargor at the instance of the Beneficiary or any Receiver) in the exercise or purported exercise of its or his powers set out in the Supplemental Debenture and the Chargor has irrevocably acknowledged and agreed that the power of attorney contained in Clause 13 1 (<i>Appointment</i>) of the Supplemental Debenture (as set out in paragraph 5 1 of this Part 6) is given to secure the proprietary interest of, and the performance of obligations owed to, the respective donees within the meaning of the Powers of Attorney Act 1971</p> | |

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Particulars of a mortgage or charge

| 6 | Short particulars of all the property mortgaged or charged | |
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| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>DEFINITIONS</p> <p>Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa, and the following words when used in this Form MG01 (including these continuation pages of this Form MG01) shall have the following meanings</p> <p>“Administrative Agent” means Credit Suisse, Cayman Islands Branch</p> <p>“Agreed Profit” has the meaning given to it in the Luxco Commodities Purchase Agreement</p> <p>“Collateral” means all Property, Equipment, Inventory, Investments, Intellectual Property Collateral, Receivables, Receivables Accounts, Policies, Contracts and/or other assets and undertakings of the Chargor mortgaged, charged or assigned under the Supplemental Debenture and, where the context so admits, each of them and any part thereof and the proceeds of the disposal of the same and all rights, title and interest in and to the same, in each such case as may now or in the future be the subject of the Security</p> <p>“Contracts” means all contracts and agreements to which the Chargor is a party and/or that confer any rights upon the Chargor (including any letters of credit issued in its favour and all bills of exchange and other negotiable instruments held by it)</p> <p>“Default Rate” has the meaning given to it in the Luxco Commodities Purchase Agreement</p> <p>“Effective Date” means the date of the Guarantee and Collateral Agreement dated 31 October, 2005</p> <p>“Equipment” means all of the Chargor’s now (as at the date of the Supplemental Debenture) owned and thereafter acquired machinery and equipment including processing equipment, conveyers, machine tools, data processing and computer equipment, including embedded software, and peripheral equipment and all engineering, processing and manufacturing equipment, office machinery, furniture, material, handling equipment, tools, attachments, accessories, automotive and office equipment, trailers, trucks, forklifts, mould, dies, stamps, motor vehicles, rolling stock and other equipment of every kind and nature, trade fixtures and fixtures not forming a part of real property (which, for the avoidance of doubt, includes a tenant’s fixtures and fittings), furnishings, furniture and other tangible personal property (except Inventory), together with all additions and accessories thereto, replacements therefor, all parts therefor, all substitutes for any of the foregoing, fuel therefor and all manuals, drawings, instructions, warranties and rights with respect thereto, and all products and proceeds thereof and condemnation awards and insurance proceeds with respect thereto, in the case of all of the foregoing, wherever they may be located</p> <p>“Event of Default” has the meaning given to it in Schedule 5 of the Murabaha Facility Agreement</p> <p>“Excluded Shares” means shares in a company that is not a Material Company</p> <p>“Foreign Pledge Agreements” means each Security Document (other than the Guarantee and Collateral Agreement) which purports to create a Lien on the equity interests of any subsidiary of Tensar Holdings Inc that is not incorporated or organised under the laws of a state of the United States of America and is enforceable under the laws of the jurisdiction of organisation of such subsidiary</p> | |

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Particulars of a mortgage or charge

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| Short particulars | <p>“Foreign Security Documents” means the UK Composite Debenture, the other UK Security Documents, the Luxco Security Documents and the Foreign Pledge Agreements (where each such term not defined herein shall have the meaning given to it in the Luxco Commodities Purchase Agreement)</p> <p>“Grantor” has the meaning given to it in the Guarantee and Collateral Agreement</p> <p>“Guarantee” means the New York law governed guarantee, dated as of June 23, 2006, between the guarantors referred to therein and the Beneficiary</p> <p>“Guarantee and Collateral Agreement” means the first lien guarantee and collateral agreement, dated as of October 31, 2005, among TCO Funding Corp , Credit Suisse AG, Cayman Islands Branch, Tensar Holdings Inc and the Subsidiaries party thereto (as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof)</p> <p>“Insolvency Act” means the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002</p> <p>“Intellectual Property Collateral” means</p> <ol style="list-style-type: none"> (i) all of the intellectual property set out in Schedule 1 of the Supplemental Debenture, and (ii) all rights in trade marks, service marks, logos, get up, trade names, internet domain names, rights in any designs, copyright (including rights in computer software), database rights, moral rights, patents, utility models, topography rights, plant breeders’ rights, rights protecting goodwill and reputation, applications for any of the foregoing, and all rights and forms of protection of a similar nature or having equivalent effect to any of the foregoing anywhere in the world in each case whether registered or unregistered, that are owned by or licensed to the Chargor (or any nominee of the Chargor) whether now (as at the date of the Supplemental Debenture) or at any time in the future, and (iii) all rights in confidential information and knowhow (including inventions, secret formulae and processes, market information, and lists of suppliers and customers) that are in the possession or control of the Chargor (or any nominee of the Chargor) whether now (as at the date of the Supplemental Debenture) or at any time in the future, and (iv) all rights to enforce any of the intellectual property rights described in (i) to (iii) inclusive above, including, but not limited to, the right to sue for past, present or future infringement <p>“Intercompany Loan Agreements” means each of the intercompany loan agreements dated as of June 23, 2006 entered into between</p> <ol style="list-style-type: none"> (a) TTC UK Holdings Limited (company no 05806095) and The Tensar Group Limited (company no 02914271), (b) The Tensar Group Limited (company no 02914271) and the Tensar Group Trustee Company Limited (company no 03556807), (c) The Tensar Group Limited (company no 02914271) and Tensar Manufacturing Limited | |

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Particulars of a mortgage or charge

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| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>(company no 05322290), and</p> <p>(d) The Tensar Group Limited (company no 02914271) and Tensar International Limited (company no 00503172)</p> <p>“Inventory” means all of the Chargor’s now owned (as at the date of the Supplemental Debenture) and thereafter acquired inventory, goods and merchandise, wherever located, to be supplied under any contract of service or held for sale or lease, all raw materials, work-in-progress, finished goods, returned goods and materials and supplies of any kind, nature or description which are or might be used or consumed in its businesses or used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise and other personal property, and all documents of title or other documents representing them</p> <p>“Investments” means the Pledged Securities and the Related Rights relating to such Pledged Securities</p> <p>“Lease/Purchase Facilities Document” has the meaning given to it in the Murabaha Facility Agreement</p> <p>“Licences” means all licences, consents and authorisations (statutory or otherwise) now (as at the date of the Supplemental Debenture) or in the future held or acquired by the Chargor, or held by a nominee of the Chargor, in connection with any business carried on by it or the use of any of the Collateral</p> <p>“Lien” means with respect to any asset, (a) any mortgage, deed of trust, lien (statutory or otherwise), pledge, hypothecation, encumbrance, collateral assignment, charge or security interest in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities</p> <p>“Luxco” means TTC Holdings S á r l whose registered office is at 6C, Parc d’activités Syrdall, L-5365 Munsbach, Grand-Duchy Luxembourg</p> <p>“Luxco Commodities Purchase Agreement” means the Murabaha Facility Agreement</p> <p>“Luxco Commodities Purchase Facility” means the Murabaha commodities purchase facility provided under the Murabaha Facility Agreement</p> <p>“Luxco Commodities Purchase Facility Documents” means the Luxco Commodities Purchase Agreement and all other instruments, agreements and other documents evidencing or governing the Luxco Commodities Purchase Facility or providing for any Guarantee (as defined in the Luxco Commodities Purchase Agreement), Lien or other right in respect thereof, including the Foreign Security Documents, as the same may be amended, supplemented or otherwise modified in accordance with the terms thereof (each as defined in the Luxco Commodities Purchase Agreement)</p> <p>“Material Company” means, at any time</p> | |

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Particulars of a mortgage or charge

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| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>(a) the Chargor, or</p> <p>(b) a Subsidiary of the Chargor which</p> <p>(i) has earnings before tax in excess of US\$500,000, or</p> <p>(ii) has net assets in excess of US\$1,000,000,</p> <p>compliance with the conditions set out in paragraphs (b) (i) and (ii) above shall be determined by reference to the latest audited financial statements of that Subsidiary. A report by the auditors of the Chargor that a Subsidiary is or is not a Material Company shall, in the absence of manifest error, be conclusive and binding on all parties to the Supplemental Debenture</p> <p>“Mortgage” means the fee or leasehold mortgages or deeds of trust, assignments of leases and rents and other security documents granting a Lien on any Mortgaged Property located in the United States to secure the Obligations, each in the form of Exhibit E-1 or Exhibit E-2 to the Murabaha Facility Agreement, as the case may be, with such changes as shall be advisable under the law of the jurisdiction in which such Mortgage is to be recorded and as are reasonably satisfactory to TCO Funding Corp and the Administrative Agent, as the same may be amended, supplemented, replaced or otherwise modified from time to time in accordance with Murabaha Facility Agreement</p> <p>“Mortgaged Properties” means initially, each parcel of real property and the improvements thereto owned or leased by a Tensar Party and specified on Annex 1(d) to Schedule 1 to the Murabaha Facility Agreement, and shall include each other parcel of real property and improvements thereto with respect to which a Mortgage is granted pursuant to Section 1 09 or 1 10 of Schedule 3 to the Murabaha Facility Agreement</p> <p>“Murabaha Facility Agreement” means the facility agreement dated as of June 22, 2006, among, inter alios, the Beneficiary, Tensar Holdings Inc , Luxco and Credit Suisse AG, Cayman Islands Branch as administrative agent, as amended from time to time including by a third amendment agreement dated on or about the date of the Supplemental Debenture</p> <p>“Murabaha Price” has the meaning given to it in the Luxco Commodities Purchase Agreement</p> <p>“Obligations” means the collective reference to the aggregate amount of unpaid Murabaha Price, Agreed Profit, fees, including late fees at the Default Rate under the Luxco Commodities Purchase Agreement (including Agreed Profit and such late fees incurred or accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to any Grantor, whether or not a claim for post-filing or post-petition obligations is allowed in such proceeding) and all other obligations and liabilities of Luxco, whether direct or indirect, absolute or contingent, due or to become due, or on the date of the Guarantee and Collateral Agreement existing or thereafter incurred, which may arise under, out of, or in connection with any Luxco Commodities Purchase Facility Document, or any other document made, delivered or given in connection with the Guarantee or therewith, whether on the Effective Date or thereafter and whether on account of principal, purchase price, agreed profit, reimbursement obligations, fees, indemnities, costs, expenses (including all fees, charges and disbursements of counsel to TCO Funding Corp or to the Administrative Agent that are required to be paid by any Grantor pursuant to any Luxco Commodities Purchase Facility Document) or otherwise, including any Guarantee (as defined in the Luxco Commodities Purchase Agreement), obligation or indemnity (contingent or</p> | |

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Particulars of a mortgage or charge

| 6 | Short particulars of all the property mortgaged or charged | |
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| Short particulars | <p>otherwise) owed by Luxco to TCO Funding Corp or entered into to support the obligations or indemnities of any holder of TCO Funding Corp 's equity interests to any third party</p> <p>"Permitted Liens" means with respect to Collateral, Liens created by the Guarantee and Collateral Agreement and the Foreign Pledge Agreements and, with respect to all other Collateral, Liens permitted to be prior to the Lien created by the Security Documents by Section 1 02 of Schedule 4 to the Murabaha Facility Agreement</p> <p>"Pioneer Mill Lease" means a lease of part premises at Pioneer Mills, New Wellington Street, Blackburn dated 4 March 2005 and made between (1) IGP Investments Limited and (2) Tensar International Limited</p> <p>"Pledged Securities" means all shares, stocks, debentures, debenture stock, bonds, warrants, options, coupons or other securities and investments of any kind whatsoever directly owned by the Chargor (including rights to subscribe for, convert into or otherwise acquire the same) whether marketable or otherwise, and all other directly owned interests (including loan capital) now (as at the date of the Supplemental Debenture) or in the future owned by the Chargor from time to time in any company, firm, consortium or entity wherever situate, including the Pledged Securities specified in Schedule 5 of the Supplemental Debenture</p> <p>"Policies" means the policies of insurance in which the Chargor is interested details of which are specified in Schedule 3 of the Supplemental Debenture and any other contracts and policies of insurance (other than policies providing for (i) indemnity insurance in respect of any third party liabilities, (ii) any directors' and officers' insurance or (iii) any liabilities owed to a lessor in respect of any Property where the insurance proceeds payable under such policies are payable directly to the lessor) in which it may now or after the date of the Supplementary Debenture have an interest</p> <p>"Property" means all freehold and leasehold properties and other real property both present and future of the Chargor situated in England and Wales as may now (as at the date of the Supplemental Debenture) or in the future be the subject of the Security, including all buildings and other structures from time to time erected thereon and all fixtures and fittings (trade or otherwise) and fixed plant and machinery from time to time thereon or therein, including, without limitation, the Property specified in Schedule 7 of the Supplemental Debenture, but excluding the Pioneer Mills Lease</p> <p>"Receivables" means</p> <ol style="list-style-type: none"> all book debts, both present and future, due or owing to the Chargor and all other monetary debts and claims, choses in action and other rights and benefits both present and future (including, in each case, the proceeds and all remittances in respect thereof and all damages and dividends in relation thereto) due or owing to the Chargor and the benefit of all related rights and remedies (including under negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing and liens), all sums, both present and future, due or owing to the Chargor by way of grant, subsidy or refund by any statutory, legal or governmental body, authority or institution or by any body, authority or institution of the European Union, and | |

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Particulars of a mortgage or charge

| 6 | Short particulars of all the property mortgaged or charged | |
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| Short particulars | <p>(c) all payments representing or made in respect of paragraph (a) or (b)</p> <p>“Receivables Account” means each account of the Chargor details of which are specified in Schedule 2 of the Supplemental Debenture (of which there is none at the date of the Supplemental Debenture) (to which Receivables are to be paid or credited) and all other accounts or sub-accounts opened or maintained now or in the future by the Chargor with any bank, financial institution (following the occurrence of an Event of Default that has not been remedied or waived in accordance with the terms of the Murabaha Facility Agreement) as the Beneficiary shall specify</p> <p>“Receiver” means an administrator, a receiver and/or manager (including, as the context admits, an administrative receiver) however appointed under or in connection with the Supplemental Debenture</p> <p>“Related Rights” means in relation to any of the Pledged Securities</p> <p>(a) all assets deriving from such Pledged Securities (or any other asset referred to in paragraph (b) below) including all allotments, accretions, offers, rights, dividends, distributions, interest, income, benefits, powers, privileges, authorities, remedies and advantages whatsoever at any time accruing, offered or otherwise derived from or incidental to such Pledged Securities (or any other asset referred to in paragraph (b) below), and</p> <p>(b) all stocks, shares, rights, money or property accruing or offered at any time by way of conversion, consolidation, redemption, bonus, preference, exchange, purchase, subdivision, substitution, option, interest or otherwise in respect thereof</p> <p>“Security” means the security created by (or purported to be created by) the Supplemental Debenture</p> <p>“Security Documents” means the Guarantee and Collateral Agreement, the Mortgages, the Intellectual Property Security Agreements, the Foreign Security Documents and each of the other security agreements, pledges, mortgages, consents and other instruments and documents executed and delivered pursuant to any of the foregoing or pursuant to Section 1 09 or 1 10 of Schedule 3 to the Murabaha Facility Agreement (where each such term not defined herein shall have the meaning given to it in the Murabaha Facility Agreement)</p> <p>“SPA” means the share purchase agreement dated 16 May, 2006 between the vendors and institutional vendors referred to therein, Tensar Holdings Inc and TTC UK Holdings Limited</p> <p>“Subsidiaries” has the meaning given to such term in the Murabaha Facility Agreement</p> <p>“Tensar Parties” means Tensar Holdings, Inc , The Tensar Corporation, The Tensar Corporation, LLC and each Subsidiary that is or becomes a party to a Lease/Purchase Facilities Document</p> | |



FILE COPY

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

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

COMPANY NO. 5322290
CHARGE NO. 4

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEBENTURE
DATED 29 DECEMBER 2010 AND CREATED BY TENSAR
MANUFACTURING LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM LUXCO AND EACH GUARANTOR
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 11 JANUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 JANUARY
2011

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES