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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)

For official use

Company number



6051156

Name of company

* Henry Boot Port Talbot Limited (Chargor)

Date of creation of the charge

6 May 2009

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

A debenture between, amongst others, the Chargor and Lloyds TSB Bank plc as security trustee for
the Finance Parties (**Security Trustee**) (**Debenture**)

Amount secured by the mortgage or charge

All monies and liabilities at the date of the Debenture or thereafter due, owing or incurred by the
Chargor to the Finance Parties (or any of them) under the Finance Documents (or any of them) in any
manner and in any currency or currencies and whether present or future, actual or contingent, whether
incurred solely or jointly with any other person and whether as principal or surety, together with all
interest accruing on such monies and liabilities and all costs, charges and expenses incurred by any
Finance Party under any Finance Document, except for any obligation which, if it were included, would
constitute unlawful financial assistance, or its equivalent in any other jurisdiction (**Secured
Obligations**).

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

Lloyds TSB Bank plc, 25 Gresham Street, London

Postcode EC2V 7HN

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

Addleshaw Goddard LLP
Sovereign House
Sovereign Street
Leeds LS1 1HQ
304919-2490/LOUKH/CURLM
10-555032-1

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

SATURDAY



A04

09/05/2009

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

All security created by the Chargor under the Debenture was granted as continuing security for the payment and discharge of the Secured Obligations with full title guarantee in respect of all the right, title and interest (if any), present and future, of the Chargor in and to the relevant Secured Asset and granted in favour of the Security Trustee.

1. First legal mortgages

The Chargor charged by way of first legal mortgage all interests and estates in freehold, leasehold or commonhold property and, in each case, all Premises and Fixtures on such property for the time being.

2. Assignments

The Chargor assigned:

- (a) all Rental Income, and all other sums, payable under any Occupational Lease;
- (b) the Relevant Agreements to which it is a party; and (continued)

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Addeshan Goodard LLP.

Date 8 May 2009

On behalf of ~~XXXXXXXX~~ [mortgagee/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
of Company

* Henry Boot Port Talbot Limited (Chargor)

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)

Addendum 3/4

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

Addendum 4/4

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

(c) the Relevant Policies to which it is a party.

3. First Fixed Charges

The Chargor charged by way of first fixed charge:

- (a) all other interests and estates in any freehold, leasehold or commonhold property;
- (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property;
- (c) the benefit of all other agreements, instruments and rights relating to its Secured Property;
- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together **Chattels**) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them;
- (e) the Subsidiary Shares together with all Related Rights;
- (f) the Investments together with all Related Rights;
- (g) all monies from time to time standing to the credit of each account held by the Chargor (other than Escrow Accounts) with any bank, building society, financial institution or other person (each an **Account**);
- (h) all its Intellectual Property;

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- (i) all its goodwill and uncalled capital;
- (j) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them; and
- (k) to the extent that any legal mortgage in paragraph 1 above or any assignment in paragraph 2 above is ineffective as a legal mortgage or an assignment (as applicable), the assets referred to in that paragraph.

4. Floating Charge

The Chargor charged by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned as described above.

5. Negative Pledge

The Chargor agreed that it shall not create or permit to subsist any Security over any of its assets, other than any Security or arrangement which is Permitted Security (as defined in the Facilities Agreement).

6. Restrictions on Disposals

The Chargor shall not 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 any Secured Assets other than any Permitted Disposal.

In this form the following terms shall have the following meanings:

Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration, or any other similar permission

Escrow Accounts means an escrow account opened or maintained by or on behalf of an Obligor (as defined in the Facilities Agreement) with a third party vendor or purchaser in connection with overage arrangements entered into by the Chargor in the ordinary course of its business

Facilities Agreement means the facilities agreement between, amongst others, the Chargor and the Security Trustee dated 6 May 2009 under which the Lenders (as defined therein) agree to make available to the Company a revolving credit facility, ancillary facilities, a letter of credit facility and a bond and guarantee facility (as each such term is defined therein)

Finance Document means the Facilities Agreement, the Security Trust Deed, the Bond, the Letter of Credit, any Accession Deed, any Ancillary Document, any Fee Letter, any Hedging Agreement, any Resignation Letter, any Security Document, any Utilisation Request and any other document designated as a Finance Document by the Agent and the Company (as each such term is defined in the Facilities Agreement)

Finance Party means any of the Agent, the Arranger, the Security Trustee, each Lender, the Issuing Bank, each Hedge Counterparty (if any) and each Ancillary Lender (as each such term is defined in the Facilities Agreement)

Fixtures means in respect of any Secured Property, all fixtures and fittings (including trade fixtures and fittings) and

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fixed plant and machinery at the date of the Debenture of thereafter on that Secured Property

Intellectual Property means:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may at the date of the Debenture or thereafter subsist), whether registered or unregistered and
- (b) the benefit of all applications and rights to use such assets of each member of the Group (as defined in the Facilities Agreement) (which may at the date of the Debenture or thereafter subsist)

Investments means any shares, stocks, debenture security, securities, bonds and investments of any type (other than the Subsidiary Shares) whatever, including but not limited to, negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22 of, and as defined in Part II of Schedule 2 to, the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held by the Chargor or by a trustee or clearance system or nominee

Occupational Lease means, in respect of the Chargor, a lease of a Secured Property in respect of which it is landlord

Permitted Disposal shall have the meaning ascribed to that term in the Facilities Agreement

Permitted Security shall have the meaning ascribed to that term in the Facilities Agreement

Premises means any building on a Secured Property

Related Rights means, in respect of any Investment or Subsidiary Share:

- (a) all monies paid or payable in respect of that Investment or Subsidiary Share (whether as income, capital or otherwise)
- (b) all shares, investments or other assets derived from that Investment or Subsidiary Share and
- (c) all rights derived from or incidental to that Investment or Subsidiary Share

Relevant Agreement means:

- (a) any Lease Document (as defined in the Facilities Agreement)
- (b) any guarantee of Rental Income contained in, or relating to, any Occupational Lease
- (c) each Hedging Agreement (as defined in the Facilities Agreement) and
- (d) each other agreement designated as a Relevant Agreement by the Security Trustee and the Company in writing

Relevant Policies means all Insurance Policies (as defined in the Debenture) (other than in respect of third party

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liability) together with all monies payable in respect of those policies

Rental Income shall have the meaning ascribed to that term in the Facilities Agreement

Secured Assets means, in respect of the Chargor, all of its assets and undertaking the subject of any Security created by, under or supplemental to, the Debenture in favour of the Security Trustee

Secured Property means at any time all freehold, leasehold or commonhold property which is subject to any Security created by, under or supplemental to the Debenture

Subsidiary Shares means, in respect of the Chargor, all shares present and future held by it in its Subsidiaries (as defined in the Facilities Agreement)



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6051156
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 6 MAY 2009
AND CREATED BY HENRY BOOT PORT TALBOT LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO THE FINANCE PARTIES (OR ANY OF THEM) 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 9 MAY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 MAY 2009

pl/uc 14



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES