

M

COMPANIES FORM No. 395

102398/30

Particulars of a mortgage or charge

395

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

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number



03657564

Name of company

* Mettis Group Limited (the "Company")

Date of creation of the charge

30th September 2003

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

A debenture between (1) the Company and (2) 3i Investments plc as security trustee (the "Charge")

Amount secured by the mortgage or charge

All moneys and liabilities (whether present or future actual or contingent) at the date of the Charge or at any time or times thereafter due or owing or incurred by the Company (whether as principal or surety) to the Security Trustee or any of the Lenders in respect of the A Loan (as defined in the Investment Agreement) pursuant to the Investment Agreement and / or Pik Note Instrument.

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

3i Investments plc whose registered office is at 91 Waterloo Road (or such persons as may from time to time be the security trustee for the purposes of the said Charge) for itself and as trustee for the Lenders (as that term is defined in the Charge) (the "Security Trustee").

Postcode SE1 8XP

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

Addleshaw Goddard
Sovereign House, PO Box 8,
Sovereign Street, Leeds,
LS1 1HQ
Ref: THOMCA/11678-2544

For official Use
Mortgage Section

Post room



A38
COMPANIES HOUSE

0534
07/10/03

Time critical reference

Short particulars of all the property mortgaged or charged

1. By way of fixed charge all estates and interests in any freehold and leasehold property of the Company both present and future (excluding the legally charged property) together with all buildings and fixtures (including trade and other fixtures) and fixed plant and machinery of the Company from time to time thereon and therein and the proceeds of sale thereof;
2. By way of fixed charge all stocks shares bonds loan capital and other securities both present and future belonging to the Company (including stocks or shares acquired pursuant to scrip dividends) and all rights relating thereto other than the right to be paid any dividend;
3. By way of fixed charge all book debts and other debts both present and future due or owing to the Company;
4. By way of fixed charge all the goodwill and uncalled capital of the Company both present and future;

CONT...

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legibly, preferably
in black type, or
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lettering

05

Particulars as to commission allowance or discount (note 3)

Nil

Signed Addleshaw Goddard

Date 6th October 2003

On behalf of ~~[company]~~ [mortgagee/chargee]†

A fee of £10 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

CHFP025

Particulars of a mortgage or charge (continued)

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

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

Company Number

03657564

Name of Company

Mettis Group Limited (the "Company")

Limited*

* delete if
inappropriate

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

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

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

5. By way of fixed charge all intellectual property rights and all licences and ancillary rights and benefits (other than royalties and other sums payable in respect thereof) both present and future of the Company;

Together the assets referred to as charged in paragraphs 1 - 5 above are referred to in this form as the "fixed charged property".

6. By way of floating charge the undertaking and all other property, assets and rights of the Company both present and future not otherwise effectively charged by way of fixed charge pursuant to the Charge (the "floating charged property").

Paragraph 14 of Schedule B1 of the Insolvency Act 1986 (as amended by the Enterprise Act 2002) shall apply to the floating charges created by the Charge and outlined above.

Note:

The Company shall not without the previous written consent of the Security Trustee:

(a) sell, give or share possession of, grant or agree to grant any lease or tenancy of, or accept or agree to accept a surrender or any variation or addition to the terms of any lease or tenancy of, or otherwise dispose of the fixed charged property or any part thereof;

(b) sell, assign or otherwise dispose of the whole or any substantial part of the floating charged property except in the ordinary course of business;

(c) create or attempt to create any mortgage charge or other security upon any part of the charged property other than any security granted to the Security Trustee or the Lenders;

(d) allow any lien to arise on or affect any part of the charged property except in the case of a lien by operation of law in the ordinary course of business.

Definitions:

In this form the following terms have the following meanings:

"Investment Agreement" means an investment agreement dated 19 February 1999 between (1) the Company (2) the Managers (as defined in that agreement) (3) 3i plc (4) 3i Group plc (5) 3i Parallel Ventures LP and (6) 3i UKIP II LP as the same time may be varied or amended from time to time.

"intellectual property rights" means all rights in patents patent applications inventions trade marks trade mark applications service marks trade names registered designs copyrights know how confidential information trade secrets and any other intellectual property rights.

"Investors" means 3i Group plc, 3i Parallel Ventures LP, 3i UKIP II LP, and any other person who is designated an Investor under clause 19 of the Investment Agreement, so long as it remains a party to the Investment Agreement.

"Lenders" means 3i Group plc, 3i Parallel Ventures LP and 3i UKIP II LP and any other person who becomes a party to the Investment Agreement as an Investor under its terms and any other person who hold payment in kind notes constituted under the Pik Note Instrument.

"Pik Note Instrument" means the Pik Note Instrument created by the Company constituting the units of payment in kind notes of £1 each 2010 and dealing with matters relating to the issue of the payment in kind notes in accordance with the Investment Agreement.

Please complete
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bold block lettering

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03657564

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 30th SEPTEMBER 2003 AND CREATED BY METTIS GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE SECURITY TRUSTEE OR ANY OF THE LENDERS 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 7th OCTOBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th OCTOBER 2003.

Handwritten initials: "D." and "C."



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES