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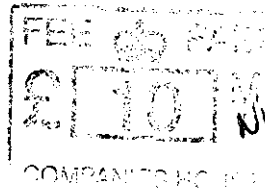
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*insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985



395

To the Registrar of Companies

For official use

Company number



25675

Name of company

* Bass Holdings Limited (the "Company")

Date of creation of the charge

24 October, 2000

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

Security over Bass Wales & West Limited Shares Agreement dated 24 October, 2000 and entered into between the Company and ABN AMRO Bank N.V. as security trustee for the Secured Parties on the terms and conditions set out in the Facility Agreement (the "Security Agent"), which expression shall

Amount secured by the mortgage or charge

All obligations owing to the Secured Parties or to the Security Agent (whether for its own account or as trustee for the Secured Parties) by the Company under or pursuant to the Facility Agreement, whether present or future, actual or contingent (and whether incurred by the Company alone or jointly, and whether as principal or surety or in some other capacity) (the "Secured Obligations").

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

ABN AMRO Bank N.V. as Security Agent for the Secured Parties
PO Box 283, Agency Services, PAC AA 4130
1000 EA Amsterdam
The Netherlands

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

Clifford Chance LLP, A-dam
Droogbak 1 A
1013 GE Amsterdam
The Netherlands
File # - A2052-713

For official use
Mortgage Section

Post room



Time critical reference

The Company charges the Charged Portfolio, with full title guarantee and by way of first fixed charge, in favor of the Security Agent for the payment and discharge of all of the Secured Obligations.

The Company shall, on the date of the Security Agreement (or on or before such later date as the Security Agent may agree), deposit (or procure there to be deposited) with the Security Agent all certificates and other documents of title to the Shares, and stock transfer forms (executed in blank by or on behalf of the Company) in respect of the Shares.

The Company shall, promptly upon the accrual, offer or issue of any Related Assets (in the form of stocks, shares, warrants or other securities) in which the Company has a beneficial interest, procure the delivery to the Security Agent of (a) all certificates and other documents of title representing such Related Assets and (b) such stock transfer forms or other instruments of transfer (executed in blank by or on behalf of the Company) in respect of those Related Assets as the Security Agent may request.

Except with the Security Agent's prior written consent, the Company shall not assign or dispose of all or any part of the Charged Portfolio or create, grant or permit to exist a) any security interest over or b) any restriction on the ability to transfer or realise, all or any part of the Charged Portfolio. The Company shall promptly upon specification by the Security

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Particulars as to commission allowance or discount (note 3)

NONE

Signed Clifford Chance LLP Date 10/30/2000

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

[†] 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.

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Particulars of a mortgage or charge (continued)

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

CHA 116

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Company Number

25675

Name of Company

Bass Holdings Limited (the "Company")

Limited*

* delete if
inappropriate

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

include any person for the time being appointed as trustee, or as an additional trustee, for the purposes of the Facility Agreement (the "Share Pledge Agreement").

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

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Agent, execute all documents (including transfers) and do all things (including delivery, transfer, assignment or payment of all or part of the Charged Portfolio to the Security Agent or its nominee(s)) that the Security Agent may reasonably specify for the purpose of (a) exercising the Collateral Rights or (b) securing and perfecting its security over or title to all or any part of the Charged Portfolio. The Company shall upon demand from the Security Agent, at any time after the occurrence of an Event of Default which is continuing, a) procure the transfer of the Charged Portfolio into the name of the Security Agent or its nominee(s), agents or such purchasers as it shall direct and b) execute all documents and do all other things that the Security Agent may require to facilitate the realisation of the Charged Portfolio.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00025675

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY OVER BASS WALES & WEST LIMITED SHARES AGREEMENT AND ENTERED INTO BETWEEN THE COMPANY AND ABN AMRO BANK N.V. AS SECURITY TRUSTEE FOR THE SECURED PARTIES ON THE TERMS AND CONDITIONS SET OUT IN THE FACILITY AGREEMENT (THE "SECURITY AGENT"), (THE "SHARE PLEDGE AGREEMENT") DATED THE 24th OCTOBER 2000 AND CREATED BY BASS HOLDINGS LIMITED FOR SECURING ALL OBLIGATIONS OWING TO THE SECURED PARTIES OR TO THE SECURITY AGENT (WHETHER FOR ITS OWN ACCOUNT OR AS TRUSTEE FOR THE SECURED PARTIES) BY THE COMPANY UNDER OR PURSUANT TO THE FACILITY AGREEMENT, WHETHER PRESENT OR FUTURE, ACTUAL OR CONTINGENT (AND WHETHER INCURRED BY THE COMPANY ALONE OR JOINTLY, AND WHETHER AS PRINCIPAL OR SURETY OR IN SOME OTHER CAPACITY) (THE "SECURED OBLIGATIONS") WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 2nd NOVEMBER 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th NOVEMBER 2000.

Regd.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E