M

Declaration of satisfaction in full or in part of mortgage or charge

COMPANIES FORM No. 403a



himited

CHFP025

Please do not write in this margin Pursuant to section 403(1) of the Companies Act 1985

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

 Insert full name of company

† Delete as appropriate

Insert a
description of the
instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.

§ The date of registration may be confirmed from the certificate

ø Insert brief details of property To the Registrar of Companies (Address overleaf)

For official use Company number 00130805

Name of company

* VAUX GROUP LIMITED

RUSSELL WILLIAM FAIRHURST for Whitbread Secretaries

Date and Description of charge ‡ Supplemental Trust Deed dated 7 October 1991 (described in Form 395)

Date of Registration § 27 November 1991

Name and address of XXXXXXXX [trustee for the debenture holders]

The Prudential Assurance Company Limited, Laurence Pountney Hill, London EC4R 0HH

Short particulars of property charged ø See details on attached sheet

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at WHITBLEAD COUNT PORT

CICIE

Declarant to sign below

11. W. Farrhort

Avonue Sunstable

Day Month Year

before me

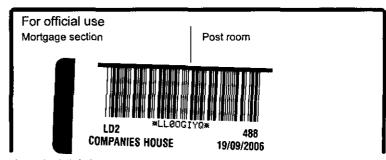
A Commissioner for Oaths or Notary Public or Justice of the Peace of Solicitor having the powers conferred on a

Commissioner for Oaths

monin SAVJANI
of Phicitor

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

Slaughter and May (Ref: MEMH/SMO) One Bunhill Row London EC1Y 8YY



Short Particulars of all the property charged:

Pursuant to Clause 3(A) of the Supplemental Trust Deed VI as beneficial owner charged by way of a first floating charge, in favour of the Trustee its undertaking and all its property and assets, present and future, wheresoever situated (including any uncalled capital). NOTE:

- (1) Under the Supplemental Trust Deed, VI has undertaken and guaranteed to the Trustee, inter alia, that:
 - a. If the Company makes default in the payment of any principal moneys or interest payable in respect of the Debenture Stock or any part thereof or any other moneys intended to be payable pursuant to the provisions of the Trust Deeds VI shall be jointly and severally liable with the other Charging Subsidiaries for any such payment as if it was a principal debtor for all moneys and obligations intended to be secured by the Supplemental Trust Deed; and

Any sums of money secured or intended to be secured by the Supplemental Trust Deed which may not be recoverable from VI or the other Charging Subsidiaries (as the case may be) on the footing of the guarantee shall be recoverable from VI or the other Charging Subsidiaries (as the case may be) as sole or principal debtors and the indebtedness shall be paid by VI or the other Charging Subsidiaries (as the case may be) to the Trustee on behalf of the Stockholders forthwith upon demand.