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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 £10 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)

Name of company

* Expamet UK Limited

Date of creation of the charge

28th June 2001

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

Stock Pledge Agreement

Amount secured by the mortgage or charge

See attached Rider A.

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

The Governor and Company of the Bank of Scotland, The Mound, Edinburgh
as arranger, clearing bank and agent for itself and the ratable benefit
of the Agent, the Security Trustee, the Banks, the Clearing Bank and the
Hedging Banks (as each is defined in Rider A).

Postcode EH1 1YZ

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

Dickson Minto WS
11 Walker Street
Edinburgh EH3 7NE

DX ED 199 Edinburgh

(Ref: exp.lfd)

Time critical reference

For official Use
Mortgage Section



For official use

Company number

197900

395

See attached Rider B.

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bold block
lettering

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Dickson Minto

Date

10/7/01

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

EXPAMET UK LIMITED

(Registered Number 197900)

RIDER A - FORM 395 (STOCK PLEDGE AGREEMENT)

Amount secured by the mortgage or charge

1. All obligations, liabilities (including without limitation, contingent obligations) and indebtedness of every nature existing at the date of the Stock Pledge Agreement, or thereafter incurred, arising under or in connection with the Facility Agreement, the Stock Pledge Agreement, the Subsidiary Guaranty or any other Financing Document.
2. *(All (emsa) defined)* All other obligations, liabilities of every kind, nature or description, direct or indirect, primary or secondary, joint or several, absolute or contingent of Pledgor, the Parent or any Obligor under or in respect of the Facility Agreement or any other Financing Document, to Pledgee or the Banks whether due or to become due and whether existing at the date of the Stock Pledge Agreement or thereafter incurred and whether similar or dissimilar to the obligations described in 1 above, and including without limitation all consumer or commercial transactions, all purchase money and nonpurchase money transactions, all overdrafts, all letters of credit, all lines of credit and all other extensions of credit, regardless of how they may be evidenced.

Where:-

- "Banks" means the Agent, the Security Trustee, Banks, the Clearing Bank and the Hedging Banks (each as defined in the Facility Agreement);
- "Facility Agreement" means the facility agreement dated 16th March 2001, as amended, restated, varied, supplemented, novated or replaced from time to time among the Parent, the Pledgee, the Banks and the other parties thereto;
- "Financing Documents" means the Financing Documents as defined in the Facility Agreement;
- "Obligor" means as defined in the Facility Agreement;

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"Parent" means Clifton House Acquisition Limited, a company incorporated in England and Wales with limited liability;

"Pledgee" means The Governor and Company of the Bank of Scotland a company organised under the laws of Scotland; and

"Pledgor" means Expamet UK Limited (Registered Number 197900).



EXPAMET UK LIMITED

(Registered Number 197900)

RIDER B - FORM 395 (STOCK PLEDGE AGREEMENT)

Short particulars of all the property charged

1. All of the Pledgor's right, title and interest in and to the Pledged Shares and the certificates, if any, representing the Pledged Shares, and all dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Shares. 8
2. All additional shares of capital stock or other equity interest of any issuer of any Pledged Shares (or of any other person or entity that, after the date of the Stock Pledge Agreement becomes a Subsidiary of the Pledgor) from time to time acquired by the Pledgor in any manner (including, without limitation, any shares of preferred stock issued by any such issuer) and the certificates, if any, representing such additional shares, and all dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares. 9/5
3. All other rights appurtenant to the property described in 1 and 2 above (including, without limitation, voting rights).
4. All cash and noncash proceeds of any and all of the foregoing.

Where:-

"Pledged Shares" means 37.31 shares of capital stock of Expamet America, Inc., a Delaware corporation; and

"Subsidiary" means any corporation or entity of which Pledgor owns directly or indirectly more than 50% of the voting shares or other ownership interest.

All terms defined in Rider A shall have the same meaning in this Rider B.





CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00197900

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A STOCK PLEDGE AGREEMENT DATED THE 28th JUNE 2001 AND CREATED BY EXPAMET U.K. LIMITED FOR SECURING ALL OBLIGATIONS LIABILITIES AND INDEBTEDNESS ARISING UNDER OR IN CONNECTION WITH THE FACILITY AGREEMENT, THE STOCK PLEDGE AGREEMENT, THE SUBSIDIARY GUARANTY OR ANY OTHER FINANCING DOCUMENT AND ALL OTHER OBLIGATIONS, LIABILITIES OF THE COMPANY (THE PLEDGOR), THE PARENT OR ANY OTHER OBLIGOR UNDER OR IN RESPECT OF THE FACILITY AGREEMENT OR ANY OTHER FINANCING DOCUMENT TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND (THE PLEDGEE) OR THE BANKS (ALL TERMS AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th JULY 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th JULY 2001.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

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