

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)

For official use 1 Company number



COMPANIES HOUSE

00301131

Name of company

* Vic Hallam Holdings Limited (the New Chargeor)

Date of creation of the charge

19th August, 2004

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

See Appendix A

Amount secured by the mortgage or charge

See Appendix B

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

J. P. Morgan Europe Limited (the Chargee) of 125 London Wall, London, EC2Y 5AJ acting as security trustee for the Secured Parties pursuant to the Facilities Agreement as defined in Appendix D.

Postcode

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

Allen & Overy LLP
One New Change
London EC4M 9QQ
OPM/73742-00010/BK:1846956

For official Use
Mortgage Section

Post room



LD2
COMPANIES HOUSE

0477
02/09/04

Time critical reference

Short particulars of all the property mortgaged or charged

See Appendix C

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Allen + Overy LLP

Date

1 September 2004

On behalf of ~~XXXXXX~~ [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

APPENDIX A

A supplemental deed dated 19th August, 2004 between, *inter alios*, the New Chargor and the Chargee (the **Supplemental Deed**) to a group debenture dated 16th August, 2004 between the Chargors and the Chargee (the **Group Debenture**).

APPENDIX B

The definitions used in Appendix D shall apply to this Appendix B.

By its execution of the Supplemental Deed, the New Chargor has assumed all the Obligations towards the Chargee and the other Secured Parties that it would have assumed if it had been a party to the Group Debenture as a Chargor and has confirmed that the Chargee shall be entitled to all the Rights against the New Chargor that it would have had if the New Chargor had been a party to the Group Debenture as a Chargor.

Accordingly, the amount secured by the Supplemental Deed is all moneys, obligations and liabilities covenanted to be paid or discharged by the New Chargor under or pursuant to the Finance Documents (the **Secured Obligations**).

APPENDIX C

1. CHARGES

Under clause 3.1 of the Supplemental Deed the New Chargor, with full title guarantee, has charged to the Chargee as a continuing security for the payment and discharge of the Secured Obligations all its assets and undertaking (and all rights in respect thereof) in the manner described in clauses 3.1, 3.3(c) and 3.5 of the Group Debenture (including, without limitation, the shares set out against the New Chargor's name in Appendix E of this Companies Form 395).

1.1 Fixed charges

Under clause 3.1 of the Group Debenture (and therefore by the Supplemental Deed), the New Chargor has charged to the Chargee as a continuing security for the payment and discharge of the Secured Obligations:

- (a) by way of first legal mortgage any freehold or leasehold property of an open market value in excess of £1,000,000 wheresoever situate (other than any heritable property in Scotland and the Hadfield Property) at the date of the Supplemental Deed owned by the New Chargor or in which the New Chargor has an interest, together with all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same;
- (b) by way of first fixed charge (to the extent not the subject of a legal mortgage by virtue of the charge described in paragraph 1.1(a) above) all present and future freehold and leasehold property wheresoever situate (other than any heritable property in Scotland and the Hadfield Property) at the date of the Supplemental Deed or from time to time thereafter owned by the New Chargor or in which the New Chargor may have an interest, together with all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same;
- (c) by way of first fixed charge, all plant, machinery and other equipment at the date of the Supplemental Deed or from time to time thereafter owned by the New Chargor or in which the New Chargor has an interest and the benefit of all contracts and warranties relating to the same;
- (d) by way of first fixed charge, the Securities, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect thereof;
- (e) by way of first fixed charge, all book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever at the date of the Supplemental Deed or from time to time thereafter owned by the New Chargor or in which the New Chargor has an interest (whether originally owing to the New Chargor or purchased or otherwise acquired by it) and all things in action which may give rise to any debt, revenue or claim, together with the full benefit of any Security, Collateral Instruments and any other rights relating thereto (whether as creditor or beneficiary) including, without limitation, reservations

of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights, but excluding any assets the subject of a charge referred to in paragraphs 1.1(f) or (g) below;

- (f) by way of first fixed charge, each Cash Collateral Account, the proceeds of collection of all Debts and any and all amounts from time to time standing to the credit of each Cash Collateral Account and any other bank or other account (including a current account) of the New Chargor;
- (g) by way of first fixed charge, all moneys from time to time payable to the New Chargor under or pursuant to the Insurances including, without limitation, the right to the refund of any premiums;
- (h) by way of first fixed charge, the goodwill and uncalled capital of the New Chargor; and
- (i) by way of first fixed charge, all present and future Intellectual Property at the date of the Supplemental Deed or from time to time thereafter owned by the New Chargor or in which the New Chargor may have an interest.

1.2 Structure Paper Rights

Under clause 3.3(c) of the Group Debenture (and therefore by the Supplemental Deed) (to the extent they do not fall under the charges referred to in paragraph 1.1 above) the New Chargor has charged by way of first fixed charge as a continuing security for the payment and discharge of the Secured Obligations all of its Structure Paper Rights.

1.3 Floating charge

Under clause 3.5 of the Group Debenture (and therefore by the Supplemental Deed) the New Chargor, with full title guarantee, has charged to the Chargee by way of first floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to the Group Debenture but including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland.

1.4 Restrictions on dealing with Charged Assets

The New Chargor has covenanted that it will not without the prior written consent of the Chargee (acting on the instructions of the other Finance Parties):

- (a) dispose of, or create or attempt to create or permit to subsist or arise any Security on or over, the Debts or any part thereof or release, set off or compound or deal with the same except as expressly permitted pursuant to the terms of the Facilities Agreement;
- (b) create or attempt to create or permit to subsist in favour of any person other than the Chargee any Security on or affecting the Charged Assets or any part thereof except as expressly permitted pursuant to the terms of the Facilities Agreement; or
- (c) dispose of the Charged Assets or any part thereof or attempt or agree so to do except disposals expressly permitted or contemplated by the Facilities Agreement.

1.5 Automatic conversion of floating charge

If the New Chargor creates or attempts to create any Security over all or any of the Floating Charge Assets save as permitted by the terms of the Facilities Agreement without the prior written consent of the Chargee (acting on the instructions of the other Finance Parties) or if any person levies or attempts to levy any attachment, distress, execution, sequestration or other process or does or attempts to do any diligence in execution against any of the Floating Charge Assets, the floating charge referred to in paragraph 1.3 above over the property or asset concerned shall thereupon automatically without notice be converted into a fixed charge.

1.6 Conversion of floating charge by notice

Without prejudice to paragraph 1.5 above, the Chargee shall be entitled at any time after the occurrence of an event of default which is continuing by giving notice in writing to that effect to the New Chargor to convert the floating charge over all or any part of the Floating Charge Assets into a fixed charge as regards the assets specified in such notice.

1.7 Restrictions on conversion

The floating charge referred to in paragraph 1.3 above may not be converted into a fixed charge solely by reason of:

- (a) the obtaining of a moratorium; or
- (b) anything done with a view to obtaining a moratorium,

under the Insolvency Act 2000.

1.8 Excluded Assets

The fixed security from time to time constituted by or pursuant to the Supplemental Deed other than pursuant to any notice served in accordance with paragraph 1.6 above shall not extend to the New Chargor's interests in any Excluded Assets unless and until the relevant third party consent has been obtained.

1.9 Exceptions to the fixed security

The security created pursuant to the Supplemental Deed shall not extend to any asset situated outside England and Wales to the extent that and for so long as any such security created pursuant thereto would be unlawful under the laws of the jurisdiction in which such asset is situated.

APPENDIX D

The terms used in this Companies Form 395 have the meaning set out below:

Accession Letter means a document substantially in the form set out in Schedule 6 (Form of Accession Letter) to the Facilities Agreement or such other form (if any) as may be agreed between the Facility Agent and the Obligors' Agent.

Additional Borrower means a company which becomes an Additional Borrower in accordance with clause 26 (Changes to the Obligors and Release of Security) of the Facilities Agreement.

Additional Guarantor means a company which becomes an Additional Guarantor in accordance with clause 26 (Changes to the Obligors and Release of Security) of the Facilities Agreement.

Affiliate means, in relation to any person, a subsidiary of that person or a holding company of that person or any other subsidiary of that holding company.

Ancillary Document means each document relating to or evidencing the terms of an Ancillary Facility.

Ancillary Facility means any ancillary facility listed in Clause 7.1 (Type of Facility) of the Facilities Agreement made available to a Borrower by an Ancillary Lender in accordance with the terms of an Ancillary Document.

Ancillary Lender means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility and which (in the case of an Affiliate of a Lender) executes an Accession Letter to accede to the Facilities Agreement.

Borrower means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 26 of the Facilities Agreement.

Cash Collateral Account means any account with the Facility Agent opened or to be opened in the name of a Borrower into which sums are to be paid in accordance with clause 9.14 (Prepayment during Interest Periods) of the Facilities Agreement.

Charged Assets means all the assets of the New Chargor described in paragraphs 1.1, 1.2 and 1.3 of Appendix C of this Companies Form 395.

Chargors means Chivers Hartley Limited, H.L. Foods Limited, Hillsdown Ambient Foods Group Limited, HMTF Poultry Limited, MBM Produce Limited, Premier Ambient Products (UK) Limited, Premier Financing Limited and Premier International Foods UK Limited (each a **Chargor** and together the **Chargors**).

Collateral Instruments means negotiable and non-negotiable instruments, guarantees and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing Security.

Debts means the assets of the New Chargor described in paragraph 1.1(e) of Appendix C of this Companies Form 395.

Derivative Securities include:

- (a) allotments, rights, money or property arising from the Securities by way of conversion, exchange, redemption, bonus, preference, option or otherwise;
- (b) dividends, distributions, interest and other income from the Securities; and
- (c) stock, shares and securities offered in addition or in substitution for the Securities.

Excluded Assets means the New Chargor's interest in the whole or any part of the Properties and the fixtures or any other interest or right in any Property of the New Chargor where the creation of any security interest therein is prohibited either absolutely or without the consent of a third party including a lessor.

Facilities Agreement means the credit facilities agreement dated 20th July, 2004 (as amended and restated from time to time (including, without limitation, as amended and restated by the First Supplemental Agreement)) and made between, among others, Premier Foods plc and certain of its subsidiaries, J.P. Morgan plc as the mandated lead arranger (the **Arranger**), JPMorgan Chase Bank as underwriter (the **Underwriter**), the banks and financial institutions party thereto, and J.P. Morgan Europe Limited as the facility agent (the **Facility Agent**) and the security trustee (the **Security Trustee**).

Fee Letter means:

- (a) any letter or letters made between the Arranger and the Parent and/or PFL (or the Facility Agent and the Parent and/or PFL) setting out any of the fees referred to in clause 13 (Fees) of the Facilities Agreement; and
- (b) any other agreement setting out fees in accordance with clause 7.5(b)(i) (Terms of Ancillary Facilities) of the Facilities Agreement.

Finance Document means the Facilities Agreement, any Fee Letter, the First Supplemental Agreement, the Second Supplemental Agreement, any Accession Letter, any Resignation Letter, any Security Document, any Ancillary Document, any Hedging Agreement, the Hedging Strategy Letter, the Novation Certificate, any Transfer Certificate and any other document designated as a **Finance Document** by the Facility Agent and the Obligors' Agent.

Finance Party means the Facility Agent, the Arranger, the Security Trustee, a Lender, the Issuing Bank or an Ancillary Lender.

First Supplemental Agreement means a supplemental agreement dated 16th August, 2004 and made between the parties to the Facilities Agreement.

Fixtures means, in relation to a property, all fixtures and fittings (including trade fixtures and fittings), fixed plant and machinery and other items attached to that property, whether or not constituting a fixture at law.

Floating Charge Assets means the assets of the New Chargor from time to time charged by the Group Debenture by way of floating charge.

Group means the Parent and its subsidiaries for the time being (other than Citadel Insurance Company Limited) and **member of the Group** means any one of them.

Hadfield Property means freehold land at Waterside & Woolley Bridge Road, Hadfield, High Peak, Derbyshire registered at the Land Registry under title number DY214813.

Hedge Counterparty means a Lender or an Affiliate of a Lender acting as a provider of interest rate or foreign exchange hedging in relation to the Term Facility and which (if an Affiliate of a Lender) executes an Accession Letter to accede to the Facilities Agreement.

Hedging Agreement means any agreement in agreed form entered into or to be entered into by a Borrower and a Hedge Counterparty for the purpose of hedging interest rate or foreign exchange liabilities in relation to the Term Facility.

Hedging Strategy Letter means a letter dated 23rd July, 2004 between the Parent and the Facility Agent relating to the interest rate and currency rate hedging to be effected by the Group.

Insurances means all present and future contracts or policies of insurance (including life assurance policies) taken out by the New Chargor or in which the New Chargor from time to time has an interest.

Intellectual Property means all patents and patent applications, trade and service marks and trade and service mark applications (and all goodwill associated with such applications), all brand and trade names, all copyrights and rights in the nature of copyright (including, without limitation, rights in computer software), all design rights, all registered designs and applications for registered designs, all trade secrets, know-how, rights in relation to databases and domain names and all other intellectual property rights owned by members of the Group throughout the world or the interests of any member of the Group in any of the foregoing, and all rights under any agreements entered into by or for the benefit of any member of the Group relating to the use or exploitation of any such rights.

Issuing Bank means JPMorgan Chase Bank as an issuing bank and any other Lender which has notified the Facility Agent that it has agreed to the Parent's request to be an Issuing Bank pursuant to the terms of the Facilities Agreement (and if more than one Lender has so agreed, such Lenders shall be referred to whether acting individually or together as the **Issuing Bank**) provided that, in respect of a letter of credit issued or to be issued pursuant to the terms of the Facilities Agreement, the **Issuing Bank** shall be the Issuing Bank which has issued or agreed to issue that letter of credit.

Lender means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a party to the Facilities Agreement in accordance with Clause 25 thereof,

which in each case has not ceased to be a party in accordance with the terms of the Facilities Agreement.

Novation Certificate means a certificate substantially in the form set out in Schedule 10 (Form of Novation Certificate) to the Facilities Agreement or such other form (if any) as may be agreed between the Facility Agent and the Obligors' Agent.

Novation Date means the date on which the novation to PFI from PFL, as referred to in the Facilities Agreement, takes place.

Obligations includes all obligations and liabilities (express or implied), present and future, actual and contingent, crystallised and uncertain and, without limitation, obligations to pay or repay principal, interest, default interest, costs, fees and expenses, to perform or comply with any covenant or undertaking, to make correctly any representation or warranty or to advance any money or provide any facility.

Obligor means the Parent, a Borrower or a Guarantor.

Obligors' Agent means the Term Loan Borrower acting as agent for each Obligor.

Original Borrower means Premier Financing Limited.

Original Guarantors means Chivers Hartley Limited, H.L. Foods Limited, Hillsdown Ambient Foods Group Limited, MBM Produce Limited, Premier Ambient Products (UK) Limited, PFL, Premier International Foods UK Limited and HMTF Poultry Limited.

Original Lender means JPMorgan Chase Bank.

Parent means Premier Foods plc.

PBFL means Premier Brands Foods plc.

PBFL/PFL Subordination Deed means the subordination deed dated 23rd July, 2004 between PBFL, PFL and the Security Trustee.

PFH means Premier Foods (Holdings) Limited.

PFH/PFL Subordination Deed means the subordination deed dated 23rd July, 2004 between PFH, PFL and the Security Trustee.

PFI means Premier Foods Investments Limited.

PFI No. 1 means Premier Foods Investments No. 1 Limited.

PFI No. 2 means Premier Foods Investments No. 2 Limited.

PFI No. 2/PFI No. 1 Subordination Deed means the subordination deed entered into, or to be entered into, between PFI No. 2, PFI No. 1 and the Security Trustee.

PFL means Premier Financing Limited.

Properties means those properties referred to in paragraphs 1.1(a) and (b) of Appendix C of this Companies Form 395.

Regulations means the Uncertificated Securities Regulations 1995.

Relevant System has the meaning given to that term by the Regulations and includes any other system or facility (in the United Kingdom or elsewhere) providing for the deposit of, and clearance of transactions in, the Securities.

Resignation Letter means a letter substantially in the form set out in Schedule 7 (Form of Resignation Letter) to the Facilities Agreement or such other form (if any) as may be agreed between the Facility Agent and the Obligors' Agent.

Rights includes all rights, title, interest, benefits and powers proprietary and contractual and including, without limitation, the right to receive payment or repayment of monies and payment of interest and the right to enforce any Obligations.

Second Supplemental Agreement means a supplemental agreement to the Facilities Agreement substantially in the form set out in Schedule 11 (Form of Second Supplemental Agreement) thereof or such other form (if any) as may be agreed between the Facility Agent and the Obligors' Agent.

Secured Parties means the Security Trustee, the Facility Agent, each Lender, the Arranger, the Issuing Bank, each Ancillary Lender and each Hedge Counterparty from time to time party to the Facilities Agreement.

Securities means, in relation to the New Chargor, all stocks, shares, bonds, debentures, loan stocks and securities of any kind whatsoever (including warrants and options to acquire or subscribe for the same) whether marketable or otherwise issued by any person and all other investments (whether or not marketable) now or in the future owned at law or in equity by the New Chargor, or in which the New Chargor has an interest, including all interests in investment funds, all Derivative Securities, all Securities owned by the New Chargor in any other member of the Group that is a party to the Group Debenture and all rights and entitlements in respect thereof owned by the New Chargor, and including all rights, benefits and sums now or in the future accruing to the New Chargor as a result of any securities being held in a Relevant System (including the New Chargor's rights against the operator of, or any participant in, the Relevant System).

Security means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

Security Documents means each of the following documents:

- (a) the Group Debenture;
- (b) the PBFL/PFL Subordination Deed;
- (c) the PFH/PFL Subordination Deed;
- (d) the PFI No. 2/PFI No. 1 Subordination Deed; and
- (e) any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents.

Structure Paper means the structure paper delivered to the Facility Agent pursuant to Part 1 of Schedule 2 (Conditions Precedent) to the Facilities Agreement.

Structure Paper Rights means all rights of PFL (or of the New Chargor) under or in respect of the Structure Paper, including, without limitation, all claims for damages or other remedies in respect of any inaccuracy in the Structure Paper.

Term Facility means the term loan facility made available under the Facilities Agreement as described and defined in paragraph (a) of Clause 2.1 (The Facilities) thereof.

Term Loan Borrower means PFL or, on and after the Novation Date, PFI.

Transfer Certificate means a certificate substantially in the form set out in Schedule 5 (Form of Transfer Certificate) to the Facilities Agreement with all information required in respect of the new Lender properly completed, or such other form (if any) as may be agreed between the Facility Agent and the Obligors' Agent.

In the Supplemental Deed:

- (a) references to, or to any specified provision of, the Group Debenture, any other Finance Document or any other document shall be construed as references to the Group Debenture, such other Finance Document or such other document, that provision or that document as in force for the time being and as amended, extended or restated;
- (b) words importing the plural shall include the singular and vice versa; and
- (c) references to any enactment shall be deemed to include references to such enactment as re-enacted, amended or extended.

APPENDIX E
GROUP SHARES

Company	Name of company in which shares are held	Class of shares	Number of shares
Hillsdown International Limited	C & T H (Calne) Limited	Ordinary shares of £1.00 each	14,182,785
Hillsdown International Limited	F.M.C. (Meat) Limited	Ordinary shares of 25p each	18,000,000
Hillsdown International Limited	F.M.C. Limited	Ordinary shares of 1p each	906,600,000
Hillsdown International Limited	F.M.C. Limited	Deferred shares of 25p each	10,000,000
Hillsdown International Limited	F.M.C. Products Limited	Ordinary shares of £1.00 each	300,000
Hillsdown International Limited	Formwood Group (UK) Limited	Ordinary shares of £1.00 each	3,700,000
Hillsdown International Limited	Formwood Group Limited	Ordinary shares of £1.00 each	16,500,000
Hillsdown International Limited	H (Barnstaple) Limited	Ordinary shares of £1.00 each	15,000,000
Hillsdown International Limited	Hillsdown Holdings Pension Trustees Limited	Ordinary shares of £1.00 each	2
Hillsdown International Limited	Hillsdown UK Limited	Ordinary shares of £1.00 each	971,087
Hillsdown International Limited	Hobson Limited	Ordinary shares of 5p each	390,770,684
Hillsdown International Limited	J.B. Eastwood Limited	Ordinary shares of 5p each	23,887,106
Hillsdown International Limited	Lamberde Properties Limited	Ordinary shares of £1.00 each	2
Hillsdown International Limited	Marsh and Baxter Limited	Ordinary shares of £1.00 each	2,150,000
Hillsdown International Limited	North Devon Pension Scheme Trustees	Ordinary shares of £1.00 each	2

	Limited		
Hillsdown International Limited	Northwest Prime Investments Limited	Ordinary shares of £1.00 each	4,000,000
Hillsdown International Limited	Premier Foods Pension Scheme Trustees Limited	Ordinary shares of £1.00 each	2
Hillsdown International Limited	Pyke Holdings Limited	Ordinary shares of 10p each	5,638,558
Hillsdown International Limited	Rugby Securities Limited	Ordinary shares of £1.00 each	136,364
Hillsdown International Limited	Rugby Securities Limited	Preference shares of £1.00 each	4,587,516
Hillsdown International Limited	Sykes International Limited	Ordinary shares of £1.00 each	217,996
Hillsdown International Limited	Vic Hallam Holdings Limited	Ordinary shares of 25p each	36,000,000
Hillsdown International Limited	Vic Hallam Holdings Limited	5.6% Redeemable Cumulative Preference shares of £1.00 each	87,000
Hillsdown International Limited	Vic Hallam Limited	Ordinary shares of £1.00 each	10,000
Hillsdown Investments Limited	Hillsdown Europe Limited	Ordinary shares of £1.00 each	26,237,637

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00301131

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED (TO A GROUP DEBENTURE DATED 16TH AUGUST 2004) DATED THE 19th AUGUST 2004 AND CREATED BY VIC HALLAM HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO J.P. MORGAN EUROPE LIMITED ACTING AS SECURITY TRUSTEE FOR THE SECURED PARTIES 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 2nd SEPTEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th SEPTEMBER 2004.

P. Angel



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —