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CHFP004

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.

395

C38708/30

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

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

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

For official use

Company number

3553025

0397397
(Deed)

*Insert full name
of Company

Name of company

* Mentmore Limited ("Chargor")

Date of creation of the charge

29th day of June 2004

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

Security Interest Agreement over Shares ("Agreement")

Amount secured by the mortgage or charge

All monies, indebtedness, liabilities and obligations which are now or may at any time hereafter be due, owing or incurred in any manner whatsoever to any Security Beneficiary by any Obligor (as defined in the Security Trust Deed) whether actually or contingently pursuant to the Finance Documents or the Subordinated Documents each as defined in the Security Trust Deed), whether solely or jointly with any other person, whether as principal or surety and whether or not such Security Beneficiary shall have been an original party to the relevant transaction and in whatever currency denominated including all liabilities from time to time assumed or incurred by any Security Beneficiary at the request of any Obligor in connection with foreign exchange transactions, acceptances, discounting or otherwise or under guarantees, bonds, indemnities documentary or other credits or any instruments whatsoever and including interest, discount, commission and other lawful charges or reasonable expenses which may in the course of their business charge in respect of any facilities or accommodation or service provided by any Security Beneficiary for keeping any Obligor's account and, provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Security Trust Deed or the Agreement (or any part) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 ("Secured Obligations").

"Security Beneficiaries" means the Security Beneficiaries as defined in the Security Trust Deed.

"Security Trust Deed" means the security trust deed dated 28 April 2004 between (1) Barclays Capital (the investment banking division of Barclays Bank PLC) and The Royal Bank of Scotland plc (as Arrangers), (2) Barclays Bank PLC (as Original Lender), (3) National Westminster Bank plc (as Original Lender), (4) The Royal Bank of Scotland Plc (as Agent), (5) The Royal Bank of Scotland plc (as Security Trustee), (6) Bridgepoint Capital (Nominees) Limited and (7) the Obligors (as defined therein).

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

The Royal Bank of Scotland plc (as security trustee for the Security Beneficiaries and agent) ("Bank")

36 St Andrew Square

Edinburgh

Postcode

EH2 2YB

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

Our Ref: KB/SB 37981-120080

DLA

Victoria Square House

Victoria Square

Birmingham

B2 4DL

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

The Chargor covenants with the Bank that it will on demand pay, perform and discharge the Secured Obligations when the same are due, and as a continuing security for the payment and discharge of the Secured Obligations, hereby: (a) acknowledges and confirms delivery to the Bank of the certificates or documents of title to the Shares and (b) assigns and transfers to the Bank all its interest in the Shares and Derivative Assets, to the intent that a security interest in the Shares and Derivative Assets in favour of the Bank is created pursuant to the law.

Please do not
write in
this margin

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bold block lettering

The security secures present and future advances.

Note 1: The Chargor shall not, without the consent of the Bank: (a) create, or permit to subsist, any encumbrance on any of the Security Assets, save for the security; (b) sell, transfer or otherwise dispose of any of the Security Assets or any interest therein or permit the same to occur; (c) take, or permit the taking of, any action that may result in the rights attaching to any of the Security Assets being altered or any further shares in the Company being issued or the existing share capital of the Company being subdivided, consolidated or dealt with in any other way; (d) permit any amendment to be made to the memorandum or articles of association of the Company; or (e) do, or cause to be done, anything that may in any way depreciate, jeopardise or otherwise prejudice the value of the Security Assets.

Note 2: The security shall be a continuing security by virtue of clause 13 of the Mortgage.

"Security Assets" means the Shares, the Derivative Assets and the proceeds of sale thereof.

"Shares" means the 249,999 shares of £1.00 each held by Mentmore Limited and the one share of £1 held by Marsh Management Services Limited in the capital of Assay Insurance Services Limited (incorporated in Guernsey company number 39594) ("Company").

"Derivative Assets" means any dividend or interest paid or payable in relation to any Share and any rights, money or property accruing or offered at any time in relation to any Share by way of redemption, substitution, exchange, bonus, preference, option rights or otherwise.

Particulars as to commission allowance or discount (note 3)

N/A

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payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

For The Royal Bank of Scotland plc

Signed

Date 30 June 2004

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

Notes

†delete as
appropriate

- 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 CF4 3UZ, DX: 33050 Cardiff

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00307397

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY INTEREST AGREEMENT OVER SHARES DATED THE 29th JUNE 2004 AND CREATED BY MENTMORE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY OBLIGOR TO ANY SECURITY BENEFICIARY ON ANY ACCOUNT WHATSOEVER 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 5th JULY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th JULY 2004.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —