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CHFP041

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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

Pursuant to section 395 of the Companies Act 1985

**A fee of £10 is payable to Companies House in respect of
each register entry for a mortgage or charge.**

A C 00400071

395

To the Registrar of Companies

(Address overleaf - Note 6)

Name of company

* Cheriton Resources 16 Limited

Date of creation of the charge

14 June 2004

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

Supplemental Security Assignment dated 14 June 2004 between Cheriton Resources 16 Limited (the
Company) and SG Leasing (March) Limited (the *Lender*) (the *Supplemental Security Assignment*)

Amount secured by the mortgage or charge

The Company covenants that it will pay or discharge the Secured Liabilities.

Capitalised terms used but not defined in this Form 395 shall have the meanings ascribed to such terms in
schedule 2 attached hereto.

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

SG Leasing (March) Limited
SG House, 41 Tower Hill, London

Postcode EC3N 4SG

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

FRESHFIELDS BRUCKHAUS
DERINGER
65 FLEET STREET, LONDON
ENGLAND EC4Y 1HS
DX 23 LONDON/CHANCERY LANE
F.A.O. Kieron Zaman
[Cheriton 16-395]

Time critical reference
PW/KZ

For official use
Mortgage section

Post room



Short particulars of all the property mortgaged or charged

Please see schedule 1 attached hereto. Capitalised terms used but not defined in this Form 395 and schedule 1 attached hereto shall have the meanings ascribed to such terms in schedule 2 attached hereto.

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

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Particulars as to commission allowance or discount (note 3)

Signed Freshfields Bruckhaus Deringer Date 17 June 2004

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.
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.

SCHEDULE 1

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. SECURITY

Assignment

As a continuing security for the Secured Liabilities and with full title guarantee the Company assigns and agrees to assign absolutely to the Lender by way of security for the payment or discharge of the Secured Liabilities all of its right, title, benefit and interest present and future, whether proprietary, contractual or otherwise under or arising out of or in respect of the Letter of Credit.

2. NEGATIVE PLEDGE AND RESTRICTIONS

Save as expressly provided for in the Loan Agreement, the Debenture or the Supplemental Security Assignment, the Company will not without the prior written consent of the Lender create or permit to arise or continue any other Security Right on or over all or any part of the Letter of Credit.

3. DEBTS

Trust of proceeds

Unless the Lender agrees otherwise, the Company shall at all times during the continuance of the Supplemental Security Assignment hold all monetary proceeds whether in the nature of capital or income received by it as a result of getting in, collecting, selling or otherwise disposing of the Letter of Credit (and any cheques, warrants, drafts or other instruments representing any of those proceeds) upon trust to be applied at the Lender's option in discharge of the Secured Liabilities.

SCHEDULE 2

DEFINITIONS

Debenture means a debenture dated 28 October 2003 between the Company and the Lender;

Letter of Credit means the letter of credit dated 14 June 2004 between Société Générale, London Branch and the Company;

Loan Agreement means a loan agreement dated 28 October 2003 between the Company and the Lender;

Secured Liabilities means all or any monies liabilities and obligations which are or will become (and whether on or at any time after demand) due, owing or incurred in whatsoever manner to the Lender by the Company under the Loan Agreement, whether actually or contingently, solely or jointly and whether as principal or surety, and so that interest shall be computed and compounded in accordance with the Loan Agreement as well after as before any demand made or judgment obtained under the Supplemental Security Assignment;

Security Right means any mortgage, charge, security, pledge, lien, right of set-off, right to retention of title or other encumbrance, whether fixed or floating, over any present or future property, assets or undertaking.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01653773

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL SECURITY ASSIGNMENT DATED THE 14th JUNE 2004 AND CREATED BY CHERITON RESOURCES 16 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO SG LEASING (MARCH) LIMITED 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 17th JUNE 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st JUNE 2004.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

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