

## COMPANIES FORM No. 395

## Particulars of a mortgage or charge

395

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

Company number

Name of company

\* Edisea Limited (the Pledgor)

Date of creation of the charge

15 October 2004

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

Pledge Agreement (the Pledge) made between the Pledgor and The Royal Bank of Scotland plc as security agent, acting on behalf of itself and the Secured Parties (as defined below) (the Security Agent)

Amount secured by the mortgage or charge

The present, future, actual and contingent liabilities of any Obligor (as defined below) to any Secured Party (as defined below) under or pursuant to the Finance Documents (as defined below) (the Obligations)

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

The Royal Bank of Scotland plc as Security Agent of 280 Bishopsgate, London

Postcode EC2M 4RB

Please return  
via

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

Denton Wilde Sapte  
1 Fleet Place  
London  
EC4M 7WS

DGS/CJF/70102.00090

Time critical reference

For official Use  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

1. As security for the payment and performance of all of the Obligations, the Pledgor pledged to the Security Agent and granted to the Security Agent, for the benefit of the Secured Parties, a first priority security interest in the Pledgor's right title and interest in the following (the "Collateral"):

- (a) the Pledged Shares (as defined below) and the certificates 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;
- (b) all additional shares of stock of any issuer of the Pledged Shares from time to time acquired by the Pledgor in any manner, and the certificates 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;

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 Devlan Wilde Septe

Date 28 October 2004

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

CHFP025

# **Particulars of a mortgage or charge (continued)**

Please do not  
write in this  
binding margin

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

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

Company Number

02650007

Name of Company

Edisea Limited (the **Pledgor**)

~~XXXXXX~~

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

Please do not  
write in this  
binding margin

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

Please do not  
write in this  
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

(c) all other rights and privileges relating to the property described in clauses 1(a) and 1(b) above (including, without limitation, voting rights); and

(d) all proceeds of any and all of the foregoing described in clauses 1(a), 1(b) and 1(c) above (including proceeds that constitute property of types described above). 95

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

2. The Pledgor undertook the following:

- (a) except as may be permitted by the Facility Agreement, the Pledgor agreed that it will not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any of the Collateral, or (ii) create or permit to exist any Lien, upon or with respect to any of the Collateral; and
- (b) the Pledgor agreed that it will (i) cause each issuer of the Pledged Shares that it controls not to issue any stock or other securities in addition to or in substitution for the Pledged Shares issued by such issuer, except to the Pledgor, and (ii) pledge thereunder, immediately upon its acquisition (directly or indirectly) thereof, any and all additional shares of stock or other securities of each issuer of the Pledged Shares.

3 Definitions

**Banks** has the meaning given to it in the Facility Agreement.

**Facility Agreement** means an agreement dated on 15 October 2004 between the Pledgor, certain companies defined therein as Obligors, certain banks defined therein as Lenders, and the Royal Bank of Scotland plc as Agent, Arranger, Security Agent, Issuing Bank and Overdraft Bank.

**Finance Documents** has the meaning given to it in the Facility Agreement.

**Lien** means any security interest, mortgage, pledge, lien, charge, encumbrance, title retention agreement or analogous instrument or device (including the interest of the lessors under capitalized leases), in or on any assets or properties of the Person (as defined in the Pledge) referred to.

**Obligor** has the meaning given to it in the Facility Agreement

**Pledged Shares** means the shares of stock described in the Schedule

**Secured Parties** means each of the Agent, the Arranger, the Security Agent, the Issuing Bank, the Overdraft Bank and the Lenders including any Lender in its capacity as Lender under any Hedging Agreement.

**The Schedule**

Stock Issuer: Edisea USA, Inc.  
Percentage Ownership: 100%  
Class of Stock: Common  
Certificate No(s): 1  
Par Value: US\$1.00  
Number of Shares: 100

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02650007

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A PLEDGE AGREEMENT DATED THE 15th OCTOBER 2004 AND CREATED BY EDISEA LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE OF ANY OBLIGOR TO ANY SECURED PARTY 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 29th OCTOBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th NOVEMBER 2004.

*DRP*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES