

M

CHFP025

Please do not
write in
this margin

Please complete
legibly, preferably
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)

For official Use Company number

[12]

03088344

Name of company

* CTP Silleck Davall Limited (the "Company")

Date of creation of the charge

28 March 2002

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

Deed of Charge entered into between the Company and the Chargee dated 28 March 2002 (the "Charge")

Amount secured by the mortgage or charge

The sum of THIRTY FIVE MILLION ONE HUNDRED AND SEVENTY THOUSAND ONE HUNDRED AND SIXTY FOUR POUNDS (£35,170,164.00) and all moneys, obligations and liabilities now or hereafter due, owing or incurred by the Company to the Chargee in accordance with the provisions of the Charge (the "Secured Obligations").

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

CTP Finance NV, Caracasbaaiweg 199, Curacao, Netherlands Antillies (the "Chargee")

Postcode

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

Ben Hunter - 75719.1
Tite & Lewis
10 Noble Street
London
EC2V 7TL

For official Use
Mortgage Section



LD1
COMPANIES HOUSE

0098
28/03/02

Time critical reference

Short particulars of all the property mortgaged or charged

Fixed Charge

The Company, with full title guarantee, by its execution of the Charge, charged to the Chargee as a continuing security for the payment and discharge of the Secured Obligations:

by way of first legal mortgage, all freehold and leasehold property wheresoever situate owned by the Company on the date of the Charge or in which the Company 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;

by way of first fixed charge all present and future freehold and leasehold property wheresoever situate on the date of the Charge or from time to time hereafter owned by the Company or in which the Company 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;

Cont'd: Please see attached sheet

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)

Signed

Tote e Lewis

Date

28 March 2002

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

Ref: 75724.1

Fixed Charge Cont'dPlease complete
legibly, preferably
in black type, or
bold block lettering

by way of first fixed charge all stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe for any of the same) whether marketable or otherwise and all other interests (including but not limited to loan capital) in any person, on the date of the Charge or from time to time hereafter owned by the Company or in which the Company has an interest, 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;

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 or from time to time after the date of the Charge owned by the Company or in which the Company has an interest (whether originally owing to the Company 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 Encumbrances (as defined in the Charge), Collateral Instruments (as defined in the Charge) 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;

by way of first fixed charge, the proceeds of collection of all Debts (as defined in the Charge) and any and all amounts from time to time standing to the credit of any bank, or other account (including a current account) of the Company;

by way of first fixed charge, all moneys from time to time payable to the Company under or pursuant to the Insurances (as defined in the Charge) including without limitation the right to the refund of any premiums;

by way of first fixed charge, the goodwill and uncalled capital of the Company;

by way of first fixed charge, all patents, trade marks, service marks and registered designs owned by the Company after the date of the Charge or in which the Company may have an interest; and

by way of first fixed charge, all patents, trade marks and service marks (whether registered or not) and applications for the same, trade names, registered designs, design rights, copyrights, computer programmes, know-how and trade secrets and all other industrial or intangible property or rights and all licences, agreements and ancillary and connected rights relating to, intellectual and intangible property, in each case or from time to time hereafter owned by the Company.

Floating Charge

The Company, with full title guarantee, hereby charges 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 or otherwise pursuant to the Charge but including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland.

Restrictions on dealing with Charged Assets (as defined in the Charge)

The Company hereby covenants that it will not without the prior written consent of the Chargee:

dispose of, or create or attempt to create or permit to subsist or arise any Encumbrance on or over, the Debts or any part of them or release, set off or compound or deal with the same otherwise than in accordance with clause 5.1.1 of the Charge; or

create or attempt to create or permit to subsist in favour of any person other than the Company any Encumbrance (except a lien arising by operation of law in the ordinary course of trading over property other than land) on or affecting the Charged Assets or any part of them; or

dispose of the Charged Assets or any part of them or attempt or agree so to do except in the case of Floating Charge Assets (as defined in the Charge) which may, subject to the other provisions of the Charge, be disposed of in the ordinary course of business.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03088344

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF CHARGE DATED THE 28th MARCH 2002 AND CREATED BY CTP SILLECK DAVALL LIMITED FOR SECURING £35,170,164 AND ALL OTHER MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CTP FINANCE NV 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 28th MARCH 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th APRIL 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —