

M

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

COMPANIES HOUSE
Company number

03521606

Name of company

* EUROPEAN VENTURE PARTNERS LIMITED (the "Borrower")

Date of creation of the charge

8th August 2000

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

Facility Agreement made between the Borrower, the Security Agent, European Venture Partners LP, as Parent, the Security Agent and RBS Mezzanine Ltd, as Lenders (the "Facility Agreement")

Amount secured by the mortgage or charge

As specified in Part I of the attached Continuation Sheets

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

FORTIS BANK (NEDERLAND) N.V., Coolensingel 93, PO Box 749, 3012 AE, Rotterdam, The Netherlands (the "Security Agent")

Postcode

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

Salans Hertzfeld & Heilbronn
Clements House
14-18 Gresham Street
London
EC2V 7NN

SCF/SKC/0109504.02

Time critical reference

For official Use
Mortgage Section

Post room



LD3
COMPANIES HOUSE

0497
25/08/00

CHFP025

Please do not write in this margin

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

* insert full name of Company

As specified in Part II of the attached Continuation Sheets

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)

N/A

Signed



Date

24/8/00

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

Company Number:

[Note certain terms used in these Continuation Sheets are defined in Part III below.]

PART I

Any sum then due and payable from the Borrower to that Finance Party under any Financing Document.

PART II

Any credit balance to which the Borrower is then entitled on any account of the Borrower with that Finance Party at any of its branches which may be applied by way of set-off towards satisfaction of the amount secured by the Charge.

For this purpose each Finance Party is authorised to purchase with the moneys standing to the credit of such account such other currencies as may be necessary to effect such application. No Finance Party shall be obliged to exercise any right given to it hereunder.

Each Finance Party shall notify the Agent and the Borrower forthwith upon the exercise or purported exercise of any right of set-off giving full details in relation thereto and the Agent shall inform the Lenders.

PART III
DEFINITIONS**"Financing Documents"**

means the Facility Agreement, the Security Documents, the Shareholders Agreement, each Managers Charge, each Transfer Certificate, and any other document designated as such by the Agent and the Borrower;

"Finance Party"

means the Lenders and the Security Agent;

"Lenders"

means the Security Agent and RBS Mezzanine Limited and any and all assignees and transferees from time to time, including in each case their successors in title, but in each case only for so long as the relevant person has any rights or obligations under the Financing Documents;

"Security Documents"

means the Parent Guarantee, the Debentures, the Intercreditor Agreement, any Deed of Priorities, (all as defined in the Facility Agreement), the Swap Agreement and any and all other mortgages, charges and other instruments from time to time entered into by any Group Member (as defined in the Facility Agreement) by way of security for the Facility and/or the Secured Obligations (as defined in the Facility Agreement) or any of them (as the case may be) or as supplemental to any such security;

Company Number:

"Swap Agreement" means each and any of the master agreement and schedule entered into between the Security Agent and any confirmation entered into between the Security Agent and the Borrower pursuant thereto;

"Transfer Certificate"

means a certificate in the form or substantially in the form as set out in Schedule 5 of the Facility Agreement;

\\nw\london\vol1\firm\banking\simon\clients\meespierson\evph4 395 cs.doc

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03521606

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FACILITY AGREEMENT DATED THE 8th AUGUST 2000 AND CREATED BY EUROPEAN VENTURE PARTNERS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO FORTIS BANK (NEDERLAND) N.V., (THE "SECURITY AGENT") UNDER ANY FINANCING DOCUMENT WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 25th AUGUST 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30th AUGUST 2000.

P. Ban



C O M P A N I E S H O U S E



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES