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*insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

ce

[] [2] []

3541144

Name of company

* Bealaw (461) Limited (the "Assignor")

Cpl:- Britton Group Limited

Date of creation of the charge

13.7.98

4 July 1998

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

A Supplemental Deed of Assignment of Acquisition Agreement Claims dated 4 July 1998 between Bealaw (461) Limited (1) and Credit Suisse First Boston (as Security Trustee) (2) (the "Deed")

Amount secured by the mortgage or charge

See Part II of the attached Schedule

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

Credit Suisse First Boston (as Security Trustee (as defined in the attached Schedule))
Five Cabot Square, London E14 4QR

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

Lovell White Durrant
65 Holborn Viaduct
London
EC1A 2DY

A7/AT/PCM/AJAP/12846

Time critical reference

For official use
Mortgage Section

Post room



KLO *K2CFT7XA* 1399
COMPANIES HOUSE 16/07/98

Short particulars of all the property mortgaged or charged

As specified in Part III of the attached Schedule.

NB: The attached Schedule contains covenants by and restrictions on the Assignor which protect and further define the charged and which must be read as part of the charges created.

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Particulars as to commission allowance or discount (note 3)

N/A

Signed

Lowell White Durrant

Date

15th July 1998

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.

SCHEDULE TO FORM 395

SUPPLEMENTAL DEED OF ASSIGNMENT OF ACQUISITION AGREEMENT CLAIMS (BEALAW (461) LIMITED)

Part I

Definitions

- "Beneficiaries"** means collectively, the Finance Parties, the Mezzanine Agent and the Mezzanine Lenders and includes any one or more of them and "Beneficiary" shall be construed accordingly;
- "Charging Companies"** means the companies named in the First Schedule of the Debenture and includes (with effect from its execution and delivery of an agreement under which it accedes to the Debenture, or of a guarantee and debenture in terms similar to the Debenture) any Company which subsequently adopts the obligations of a Charging Company and also (where the context permits) includes each or any of them and "Charging Company" shall be construed accordingly;
- "the Companies"** means the Charging Companies together with any other Group Companies from time to time, and (where the context permits) includes each or any of them;
- "Debenture"** the guarantee and debenture dated 20 April 1998 issued by the Charging Companies listed in Part I of Schedule II (*The Charging Companies*) of the Facilities Agreement in favour of the Security Trustee creating fixed and floating charges over the property and assets of that Charging Company described in it;
- "Facilities Agreement"** means the facilities agreement dated 20 April 1998 made between Bealaw (464) Limited (as Parent) (1), Bealaw (461) Limited (as Principal Borrower) (2), the companies listed in Schedule IX thereto (as Borrowers) (3), Credit Suisse First Boston (as Arranger and Underwriter) (4), Credit Suisse First Boston (as Issuing Bank) (5), Credit Suisse First Boston (as Agent) (6) and Credit Suisse First Boston (as Security Trustee) (7) as amended and restated by a Supplemental Agreement dated 4 July 1998, which expression shall include any amendments, supplements, accessions, variations or additions to such agreement, however fundamental, including changes to the facilities provided or increases in their maximum amount;
- "Finance Documents"** means the Senior Finance Documents and the Mezzanine Finance Documents, which expression shall include any amendments, supplements, accessions, variations or additions to such documents, however fundamental (including, without limitation, changes to the facilities provided under any such document or increases in their maximum amount) and "Finance Document" shall be construed accordingly;

"Finance Parties"	means the Arranger, the Underwriter, the Banks, each Ancillaries Bank, the Agent, the Issuing Bank, the Security Trustee and the Hedging Counterparties (each as defined in the Facilities Agreement);
"Group Company"	has the meaning given to it in the Facilities Agreement;
"Merlin Acquisition Agreement Claims"	means all the Assignor's rights, title and interest and benefit in and to, and any sums payable to the Assignor pursuant to, all representations, warranties, undertakings and indemnities to, agreements with and security to be provided in favour of the Assignor, and any rights of abatement or setoff, and all other rights of recovery under or pursuant to the Merlin Sale and Purchase Agreement;
"Merlin Sale and Purchase Agreement"	means the sale and purchase agreement in the Agreed Terms in relation to the entire issued share capital of Merlin Group Holdings Limited between the Merlin Vendor and the Principal Borrower;
"Mezzanine Agent"	means Credit Suisse First Boston in its capacity as agent for the Mezzanine Lenders under the Mezzanine Loan Agreement and any successor Mezzanine Agent appointed under the terms of the Mezzanine Loan Agreement;
"Mezzanine Finance Documents"	means the Mezzanine Loan Agreement (which expression shall include any amendments, supplements, accessions, variations or additions to such agreement, however fundamental, including changes to the facilities provided or increases in their maximum amount), any fee letter, transfer certificate or any other document entered into pursuant to the Mezzanine Loan Agreement and "Mezzanine Finance Document" shall be construed accordingly;
"Mezzanine Lenders"	means Credit Suisse First Boston and any person to whom such person assigns or transfers its rights under the Mezzanine Loan Agreement and any successor in title of each such person; and
"Mezzanine Loan Agreement"	has the meaning given to it under the Facilities Agreement;
"Principal Borrower"	means Bealaw (461) Limited, a company incorporated in England and Wales registered with company number 3541144;
"Secured Sums"	means all money and liabilities covenanted and/or guaranteed to be paid or discharged by the Assignor to the Beneficiaries under clause 2.1 of the Debenture;
"Security Trustee"	means Credit Suisse First Boston in its capacity as security trustee for, among others, the Finance Parties, the Mezzanine Agent, the Mezzanine Lenders and the Hedging Counterparty

and any successor security trustee appointed under the terms of the Facilities Agreement;

"Senior Finance Documents"

means the Facilities Agreement, agreements in connection with the issue of Obligations, the Security Documents, the Fees Letter, any Ancillaries Facilities Letter, the Hedging Agreements, any Transfer Certificate, the Intercreditor Deed, any Deed of Accession, and any other document designated as such by agreement between the Agent and the Principal Borrower (all the capitalised terms in this definition bear the same meaning as that given to them in the Facilities Agreement).

Part II

Amount secured by Mortgage or Charge

- (a) All moneys, obligations and liabilities which shall for the time being be due from, owing or incurred by the Assignor or by any other Group Company (including any other Company) to each of the Finance Parties under the Senior Finance Documents; and
- (b) All moneys, obligations and liabilities which shall for the time being be due from, owing or incurred by the Assignor or by any other Group Company (including any other Company) to the Mezzanine Agent and/or each of the Mezzanine Lenders under the Mezzanine Finance Documents;

in each such case, whether on or after demand, whether actually or contingently, whether solely or jointly with any other person, whether as principal or surety and whether or not the relevant Beneficiary was an original party to the relevant transaction, including all interest, commission, fees, charges, costs and expenses which each Beneficiary may in the course of its business charge or incur in respect of any Company or its affairs and so that interest shall be computed and compounded in accordance with the relevant Finance Documents (after as well as before any demand or judgment).

Part III

Short Particulars of all the property mortgaged or charged

By clause 2.1 of the Deed, in pursuance of its obligations under the Debenture, the Assignor with full title guarantee assigned (insofar as they are capable of being assigned by the way of security) in favour of the Security Trustee but subject to the right of the Assignor to redeem such assignment upon the full payment or discharge of all Secured Sums, the Merlin Acquisition Agreement Claims and so that all covenants, powers and provisions which are contained in the Debenture and are applicable to an assignment of acquisition agreement claims shall be incorporated mutatis mutandis into the Deed in the same manner as if the said provisions had been set out in full therein.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03541144

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED OF ASSIGNMENT OF ACQUISITION AGREEMENT CLAIMS DATED THE 4th JULY 1998 AND CREATED BY BRITTON GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY (FORMERLY KNOWN AS BEALAW (461) LIMITED AND/OR ALL OR ANY OTHER COMPANIES NAMED THEREIN (EACH A "GROUP COMPANY") TO CREDIT SUISSE FIRST BOSTON (AS SECURITY TRUSTEE FOR THE BENEFICIARIES) UNDER THE TERMS OF THE SENIOR FINANCE DOCUMENTS AND THE MEZZANINE FINANCE DOCUMENTS (AS DEFINED IN THE DEED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 16th JULY 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st JULY 1998.

A handwritten signature in dark ink, appearing to read 'P. H. Davis'.

P. H. DAVIS

for the Registrar of Companies



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