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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.To the Registrar of Companies
(Address overleaf - Note 6)

Name of company

*** BDML (HOLDINGS) LIMITED ("the Company")**

Date of creation of the charge

24 April 2002

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

Mortgage of a life policy to secure own liabilities ("the Mortgage")

Amount secured by the mortgage or charge

Please see schedule 1

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

**Lloyds TSB Bank plc ("the Bank"), Department No 0009, Horley Securities O.C.S,
PO Box 104, 13 High Street, Horley, Surrey,**Postcode **RH6 7YA**Presentor's name, address and
reference (if any):Faisal Nisar
Osborne Clarke, Apex Plaza
Forbury Road RG1 1AX
DX 117882 Reading

Time critical reference

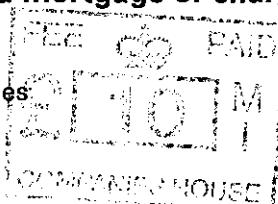
For official use
Mortgage section

Post room

A05
COMPANIES HOUSE0869
02/05/02
Com 395-1/2

010207/50

395



For official use Company number

3675407

Short particulars of all the property mortgaged or charged

Please see schedule 2

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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)

N/A

Signed

John Cbe

Date 30 April 2002

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.

BDML (Holdings) Limited

Company number: 03675407

Schedule to Form 395

Definitions

In these schedules, the following expressions shall have the following meanings:

"Interest Rate" means the interest rate or rates payable by the Company on the Secured Amounts, being the rate or rates agreed between the Company and the Bank from time to time or, if no rate has been agreed in relation to any of the Secured Amounts, the rate which is two per cent per annum above the Bank's published rate from time to time;

"Policy" means the life assurance policy in respect of Mr Angus Ball dated 5 April 2002, issued by Canada Life in an amount of £250,000, bearing policy number 6004328, and any policy or policies of life assurance issued in place of that policy; and

"Secured Amounts" means:

- (a) all moneys and liabilities of whatever nature now or in the future due owing or incurred by the Company to the Bank anywhere and in any way, whether alone or jointly with anyone else, including the Company's liability as guarantor and even if the liability may depend upon events which may not happen;
- (b) interest at the Interest Rate on any such moneys or liabilities as may be due and/or owing to the Bank under the Mortgage pursuant to the terms of the Mortgage;
- (c) all sums payable by the Company to the Bank under the Mortgage or recoverable by the Bank under the security of the Mortgage (including all legal and other costs charges and expenses referred to in the Mortgage),

but not including liabilities which are not secured by the Mortgage by virtue of being liabilities under a regulated consumer credit agreement falling with Part V of the Consumer Credit Act 1974.

Schedule 1: Amount secured by the mortgage or charge

The Secured Amounts.

Interest on the Secured Amounts which are due or owing at the Interest Rate, after a demand has been made upon the Company for payment or a court judgement has been obtained. The interest shall be charged and compounded (so that interest shall be charged on interest that has become due).

All reasonable and legal other costs charges expenses and other sums whenever incurred by or on behalf of the Bank in relation to the Mortgage or the Secured Amounts, or any other security held by the Bank in connection with the Secured Amounts.

Schedule 2: Short particulars of all the property mortgaged or charged

With full title guarantee, the Company assigns to the Bank:

1. all money, including bonuses, that has accrued or may become payable under the Policy;
2. the benefit of all options and rights given to the Company in connection with the Policy; and
3. all the Company's rights and interest in the Policy.

NB

The Mortgage also contains the following provision:

Unless the Bank's written consent has been obtained beforehand (such consent not to be unreasonably withheld) the Company will not:

- (a) sell, assign or otherwise dispose of, or deal in any other way whatsoever with, the Policy or any interest in the Policy; or
- (b) mortgage, charge or give any security of any kind on the Policy or any interest in the Policy and the Company will not allow any such mortgage, charge or security to exist.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03675407

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE OF A LIFE POLICY TO SECURE OWN LIABILITIES DATED THE 24th APRIL 2002 AND CREATED BY BDML (HOLDINGS) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS TSB BANK PLC WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 2nd MAY 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th MAY 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

*DX
MB*