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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

777188/140

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

3755743

Name of company

* Monitor (Europe) Limited

Date of creation of the charge

17 September 2003

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

Composite Guarantee and Debenture

Amount secured by the mortgage or charge

To pay or discharge on demand the Secured obligations (as defined in
the Composite Guarantee and Debenture) as and when they fall due.

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

Advent Nominees Limited (Company No. 02051962) whose registered office
is at 25 Buckingham Gate, London SW1E 6LD as Security Trustee for the
Security Beneficiaries (as defined in the Composite Guarantee and
Debenture

Postcode SW1E 6LD

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

SJ Berwin
222 Gray's Inn Road
London
WC1X 8XF

1246/S09459.52

Time critical reference

For official Use
Mortgage Section

Post room



A18
COMPANIES HOUSE

0290
02/10/03

269351

Short particulars of all the property mortgaged or charged

See schedule

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

Particulars as to commission allowance or discount (note 3)

None

Signed

For and on behalf of

Shoosmiths Secretaries Limited

Date

17th September 2003

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

Schedule to form 395

- 1 By way of legal mortgage all the freehold and leasehold property (if any) vested in or charged to the Company including, without limitation, the property specified in Schedule 2 of the Composite Guarantee and Debenture, together with all buildings and fixtures (including trade fixtures) at any time thereon;
- 2 By way of fixed charge all other interests (not being charged by Clause 1) in any freehold or leasehold property vested in or charged to the Company, the buildings and fixtures (including trade fixtures) at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;
- 3 By way of fixed charge all plant, machinery, computers, vehicles, office and other equipment and the benefit of all contracts, licences and warranties relating to the same;
- 4 By way of fixed charge all Investments, together with all Related Rights (as defined in the Composite Guarantee) thereto;
- 5 By way of fixed charge all rights and interests of the Company in, and claims under, the Insurances (as defined in the Composite Guarantee and Debenture) and all proceeds thereof held by, or written in favour of, the Company or in which the Company is otherwise interested;
- 6 By way of fixed charge all Intellectual Property (as defined in the Composite Guarantee and Debenture now or at any time hereafter belonging to, or created by, or assigned to the Company;
- 7 By way of fixed charge the benefit of all licences, consents, agreements and authorisations held or utilised by the Company in connection with its business or the use of any of its assets;
- 8 By way of fixed charge all the goodwill and uncalled capital of the Company;
- 9 By way of fixed charge all the Charged Shares (as defined in the Composite Guarantee and Debenture) together with all the Related Rights (as defined in the Composite Guarantee and Debenture) from time to time accruing thereto

"Related Rights"

means, in relation to any Investments or Charged Shares, all dividends, distributions and other income paid or payable on the relevant Investment or Charged Shares (as the case may be), together with (a) all shares or other property derived from the relevant Investment or Charged Shares (as the case may be) and (b) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to the relevant Investment or Charged Shares (whether by way of conversion, redemption, bonus, preference, option or otherwise);

"Security Beneficiaries"

means the Security Trustee and the Bondholders existing from time to time (each a **"Security Beneficiary"**);

"Security Documents"

has the meaning given to such term in the Facilities Agreement;

"Secured Obligations"

means all indebtedness, liabilities and obligations which now or at any time hereafter may be due, owing or incurred in any manner whatsoever to any Security Beneficiary by any Charging Company under the Deep Discount Bond Instrument and/or any Bond and/or this Composite Guarantee and Debenture in any case whether actually or contingently and whether or not such Security Beneficiary shall have been an original party to the relevant transaction and whether solely or jointly with any other person and whether as principal or surety and in whatever currency denominated; and

"Security Shares"

means the Charged Shares and the Related Rights accruing to all or any of the Charged Shares;

"Subsidiary"

means:

- (i) a subsidiary within the meaning of Section 736 of the Companies Act 1985;
- (ii) unless the context otherwise requires, a subsidiary undertaking within the meaning of Sections 258-260 of the Companies Act 1985 as substituted by Section 21 of the Companies Act 1989;

1.2 Interpretation

- 1.2.1 References to Clauses, sub-Clauses, paragraphs and Schedules are to be construed, unless otherwise stated, as references to Clauses, sub-Clauses, paragraphs and Schedules of this Composite Guarantee and Debenture.
- 1.2.2 References in this Composite Guarantee and Debenture to any enactment shall be deemed to include references to such enactment as re-enacted, amended or extended for the time being.
- 1.2.3 Clause headings are for convenience only and shall in no way affect the construction of this Composite Guarantee and Debenture.
- 1.2.4 Section 61 of the Act shall govern the construction of this Composite Guarantee and Debenture.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03755743

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT COMPOSITE GUARANTEE AND DEBENTURE DATED THE 17th SEPTEMBER 2003 AND CREATED BY MONITOR (EUROPE) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY CHARGING COMPANY TO ANY SECURITY BENEFICIARY 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 2nd OCTOBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th OCTOBER 2003.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —