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CHFP025

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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

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)

Name of company

* LAW 2185 LIMITED ("the Chargor")

Date of creation of the charge

25 July 2000

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

CHARGE OVER LOAN NOTE GUARANTEE SECURITY ACCOUNT ("the Deed")

Amount secured by the mortgage or charge

All indebtedness, liabilities and obligations, whether certain or
contingent, which as at 25 July 2000 or at any time thereafter may be or
become due or owing by the Chargor to the Bank under the Loan Note
Guarantee Facility ("Secured Obligations")

(additonal)

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

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND of 5th Floor, Broad
Street House, 55 Old Broad Street, London EC2P 2HL ("the Bank")

Postcode

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

DLA
3 Noble Street
London EC2V 7EE

FR/klh/banking

hugginsk\forms395\law2185L

Time critical reference

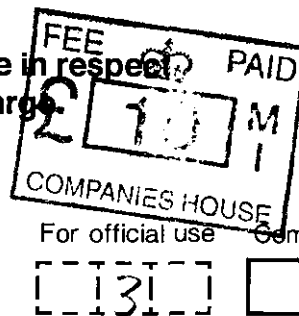
For official Use
Mortgage Section

Post room



AGB
COMPANIES HOUSE

0495
11/08/00



395

RBS £10

007801

4028201

1. CHARGE

1.1 In consideration of the Bank continuing to make available the Loan Note Guarantee Facility to the Chargor, the Chargor charged with full title guarantee in favour of the Bank by way of first fixed charge and as a continuing security all its right, title and interest in the Loan Note Guarantee Security Account and the Charged Balance with the repayment and satisfaction as and when due and payable of all of the Secured Obligations.

1.2 The Chargor represented and warranted that it is and shall be the sole and beneficial owner of the Loan Note Guarantee Security Account and the Charged Balance, and (but for the Deed or any encumbrance created under any other of the Security Documents) they are free from any encumbrance. The Chargor undertook that without the Bank's consent it will not assign, transfer, create, attempt to create, or permit to subsist any other encumbrance on or over any part of the Loan Note Guarantee Security Account or the Charged Balance.

continued on continuation sheet 1, page 4

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Particulars as to commission allowance or discount (note 3)

N/A

Signed

DIA

Date

10/8/00

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 CF4 3UZ

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Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

CHFP025

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Company Number

4028201

Name of Company

LAW 2185 LIMITED ("the Chargor")

~~limited~~*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

NOTE

In this form:-

"Charged Balance" means all monies from time to time standing to the credit of the Loan Note Guarantee Security Account together with all interest accruing thereon;

"Facilities Agreement" means the facilities agreement dated 25 July 2000 and made between (1) Newco (1a) Limited (2) Law 2185 Limited and (3) The Governor and Company of the Bank of Scotland;

"Loan Note Guarantee Facility" means the loan note guarantee facility in the maximum principal amount of £10,530,000 made available to the Chargor by the Bank pursuant to Clause 2 (The Facilities) of the Facilities Agreement as the same may be reduced or cancelled from time to time in accordance with the provisions of the Facilities Agreement;

"Loan Note Guarantee Security Account" means an interest bearing blocked account in the name of the Chargor with the Bank designated "Bidco Loan Note Guarantee Security Account" or at the option of the Bank such other bank or financial institution as it may reasonably nominate and which is subject to the Deed, in each case, bearing interest at a rate which is reasonably competitive with the market rate for the relevant amount of the deposit and the relevant period it is to be deposited;

"Security Documents" means the First Stage Security Documents, the Second Stage Security Documents, the Third Stage Security Documents, the Deed, the Keyman Insurance Assignment (all as more particularly defined in the Facilities Agreement), and any other documents entered into from time to time by any Group Company (as more particularly defined in the Facilities Agreement) to secure for the benefit of the Bank any liabilities owed by any Group Company under or in connection with the Banking Documents (as more particularly defined in the Facilities Agreement) to the Bank.

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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1.3 The Chargor shall not be entitled to withdraw or transfer the Charged Balance or any part of it during the continuance of the Deed except where permitted by and in accordance with the terms of the Facilities Agreement. The provisions of the Deed shall take priority, in the event of any inconsistency, over the terms on which any part of the Charged Balance may have been deposited save as provided in the Facilities Agreement.

1.4 The Deed shall:

1.4.1 not be discharged or affected by any failure of, or defect in, any agreement given by or on behalf of the Chargor in respect of the Secured Obligations (or any part thereof), nor by any legal limitation or lack of any borrowing powers of the Chargor or lack of authority of any person appearing to be acting for the Chargor or by any other fact or circumstances (whether known or not to the Chargor or the Bank) as a result of which the Secured Obligations (or any part thereof) may be rendered illegal or void against or unenforceable by the Bank;

1.4.2 remain binding on the Chargor notwithstanding any amalgamation, reconstruction, re-organisation, merger, sale or transfer by or involving the Bank or its assets as permitted by, but subject to, the terms of the Facilities Agreement and the Deed and all rights conferred on the Bank may be assigned or transferred accordingly to any successor or assignee or transferee of the Bank permitted under the Facilities Agreement; and

1.4.3 be additional and without prejudice to any other security which the Bank may hold from time to time.

1.5 It was agreed and declared that:

1.5.1 if at any time the Secured Obligations have been irrevocably paid or discharged in full to the satisfaction of the Bank; or

1.5.2 if the Chargor grants in substitution for the security created by the Deed further security in favour of the Bank (which further security is in all respects satisfactory to the Bank in its sole discretion); then the Bank will at the request and cost of the Chargor release (without recourse or warranty) the Charged Balance and otherwise discharge the security constituted by the Deed.

2. FURTHER ASSURANCE

Without prejudice to anything else contained in the Deed, the Chargor shall at any time at the request of the Bank but at the reasonable cost of the Chargor promptly sign seal execute deliver and perform all deeds instruments notices documents acts and things in such form as the Bank may from time to time reasonably require for perfecting or protecting the security over the whole or any part of the Charged Balance or for facilitating its realisation.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04028201

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER LOAN NOTE GUARANTEE SECURITY ACCOUNT DATED THE 25th JULY 2000 AND CREATED BY LAW 2185 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND UNDER THE LOAN NOTE GUARANTEE FACILITY (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th AUGUST 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th AUGUST 2000.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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