

AIC 004 00074

ACCOUNT

23 SEP 2004

395

Pursuant to section 395 of the Companies Act 1985

For official use

Company number

04039562

Name of company

* Georgica PLC (the "Company")

Date of creation of the charge

17 September 2004

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

A supplemental legal charge (the "Charge")

Amount secured by the mortgage or charge

All monies, obligations and liabilities now or hereafter due and payable or incurred by the Company, or others, to the Finance Parties (as defined in the Facilities Agreement (as defined below)) or any of them under or pursuant to the following documents (together the "Transaction Documents"):

(a) a security agreement dated 21 December 2001 and made between the Company and the Bank (the "Security Agreement");

(b) A facilities agreement dated 29 September 1999 (as subsequently amended and/or restated by supplemental agreements dated 4 May 2000, 21 December 2001, 29 July 2002, 10 April 2003 and 23 October 2003) (together, the "Facilities Agreement") and made between, among others, the Company and the Bank;

Please see continuation sheet.

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

The Royal Bank of Scotland PLC, 135 Bishopsgate, London EC2M 3UR (the "Bank")

Postcode EC2M 3UR

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

Norton Rose
Kempson House
Camomile Street
London
EC3A 7AN

TCWS/AA64747/BD#4132379v1

Time critical reference

For official Use
Mortgage Section

Post room



102

LD2
COMPANIES HOUSE

0373

Short particulars of all the property mortgaged or charged

The Company charges to the Bank by way of first legal mortgage with full title guarantee as continuing security for the payment and discharge of the Secured Liabilities (as defined above) the property that is Second Floor, Cleveland House, 33 King Street, London, SW1 (to be allocated out of Landlord's Title Number NGL776482) (the "Property") together with all liens, charges, options, agreements, rights and interests in or over the Property and the proceeds of sale of the Property and all buildings and fixtures from time to time thereon together with all rights, easements and privileges appurtenant to, or benefiting, the same.

The Property is charged on the same terms and conditions as the terms and conditions in the Security Agreement (as defined above) and the parties to the Charge shall have the same obligations towards and rights against each other as they would have had under the Security Agreement if the Property had been originally specified as a property in Schedule 1 of the Security Agreement.

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

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95

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Norton Rose

Date 23 September 2004

On behalf of [XXXXXX] [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

CHFP025

Particulars of a mortgage or charge (continued)

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

Please complete
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in black type, or
bold block lettering

Company Number

04039562

Name of Company

Georgica PLC (the "Company")

XXXXXX

* delete if
inappropriate

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

- (c) The guarantee given to the Bank under clause 17 of the Facilities Agreement;
 - (d) the Charge dated 17 September 2004 and made between the Company and the Bank;
 - (e) any Hedge Document (as defined in the Facilities Agreement);
 - (f) any Accession Letter (as defined in the Facilities Agreement);
 - (g) any Resignation letter (as defined in the Facilities Agreement);
 - (h) the Security Documents (as defined in the Facilities Agreement);
 - (i) any Overdraft Letter (as defined in the Facilities Agreement);
 - (j) any Fee Letter (as defined in the Facilities Agreement);
 - (k) all other mortgages, charges, pledges, guarantees and other instruments from time to time entered into by the Group (as defined in the Facilities Agreement) by way of guarantee, other assurance and/or security in respect of amounts owed to the Finance Parties under the Finance Documents (as defined in the Facilities Agreement); and
 - (l) any other document designated to be a Finance Document,
- (together, the "Secured Liabilities").

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bold block lettering

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binding margin

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

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bold block lettering

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FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04039562

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL CHARGE DATED THE 17th SEPTEMBER 2004 AND CREATED BY GEORGICA PUBLIC LIMITED COMPANY FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE FINANCE PARTIES 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 23rd SEPTEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th SEPTEMBER 2004 .

[Handwritten signature]



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES