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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Please do not write in this margin

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

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

COMPANIES HOUSE

For official use

Company number

121

05075807

Name of company

* PARK LANE ACQUISITIONS (HOLDINGS) LIMITED (the "Assignor")

Date of creation of the charge

3 August 2004

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

INSURANCE ASSIGNMENT (the "Deed")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of any Group Company to the Security Agent and/or the other Security Beneficiaries (or any of them) under any Finance Document to which any Group Company is a party (including all monies covenanted to be paid under the Deed) provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Deed (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 ("Secured Obligations").

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

BARCLAYS BANK PLC of 54 Lombard Street, London ("Security Agent")

Postcode EC3P 3AH

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

DLA LLP
3 Noble Street
London EC2V 7EE
KLH/mt/banking

hugginsk\395s\Park Lane Acq 1A

Time critical reference

For official Use
Mortgage Section

Post room



A12
COMPANIES HOUSE

0743
13/08/04

1. ASSIGNMENT

1.1 Assignment

The Assignor assigned and agreed to assign all of its right, title and interest, present and future, in and to the Policies (including all new, amended and substituted policy or policies relating thereto) and all monies, including bonuses accrued, or which may at any time after 3 August 2004 accrue, which shall become payable under them and the benefit of all powers and remedies for enforcing the same absolutely and the full benefit thereof, subject only to the proviso for reassignment on redemption contained in clause 4.2 of the Deed (Reassignment on redemption).

continued on continuation sheet 1, page 4

Particulars as to commission allowance or discount (note 3)

N/A

Signed

DNA LLP

Date

12/8/04

On behalf of ~~[company]~~ [mortgagee/chargee]†

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

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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

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Particulars of a mortgage or charge (continued)

Please do not
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Continuation sheet No 1
to Form No 395 and 410 (Scot)

Please complete
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Company Number

05075807

Name of Company

PARK LANE ACQUISITIONS (HOLDINGS) LIMITED (the "Assignor")

Limited*

* delete if
inappropriate

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

NOTE.

In this form:

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"Facilities Agreement" means the facilities agreement dated 19 April 2004 and made between (1) the Assignor, (2) the Original Borrowers (as defined therein), (3) the Original Guarantors (as defined therein), (4) Barclays Leveraged Finance (as Mandated Lead Arranger), (5) the Original Lenders (as defined therein), (6) Barclays Bank PLC (as Facility Agent and Security Agent) and (7) Barclays Bank PLC (as Existing Lender) pursuant to which the Original Lenders agreed to make certain facilities available to the Assignor;

"Finance Document" means the Deed, any Ancillary Facility Letter, any Fee Letter, any Accession Letter, the Security Documents, the Intercreditor Deed, the Security Trust Deed, the Hedging Documents, (all as defined in the Facility Agreement) and any other document designated as such by the Facility Agent and the Parent (as defined in the Facility Agreement);

"Group" means, at any time, the Assignor and its Subsidiaries (as defined in the Facility Agreement) at such time and "Group Company" means any member of the Group;

"Permitted Security" means Security permitted pursuant to clause 24.8 of the Facility Agreement;

"Policies" means the policies of insurance, particulars of which are set out in the Schedule hereto (Insurance Policies), together with any policy or policies in substitution or replacement of them (each a "Policy");

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"Security Beneficiaries" means together each of the Finance Parties (as defined in the Facility Agreement) which has entered into a deed of accession to the Security Trust Deed (each a "Security Beneficiary");

"Security Period" means the period beginning on and ending on the date on which:

(i) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and

(ii) no Security Beneficiary has any further commitment, obligation or liability under or pursuant to the Finance Documents.

continued on continuation sheet 2, page 2

Please do not
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete
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1.2 Reassignment on redemption

Upon discharge of all of the Secured Obligations, the Security Agent will, at the request and cost of the Assignor, reassign the Policies to the Assignor, or to such other person as the Assignor shall direct for such purpose, and shall take all reasonable steps to facilitate the same.

2. CONTINUING SECURITY

2.1 Continuing security

The Security is continuing and will extend to the ultimate balance of all the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

2.2 Additional and separate security

The Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or security interest which the Security Agent and/or any of the other Security Beneficiaries may at any time hold for any of the Secured Obligations.

2.3 Right to enforce

The Deed may be enforced against the Assignor without the Security Agent and/or the other Security Beneficiaries first having recourse to any other right, remedy, guarantee or Security Interest held by or available to it or any of them.

3. FURTHER ASSURANCES

3.1 Further action

The Assignor shall, at its own expense, promptly take whatever action the Security Agent may require for:

3.1.1 creating, perfecting or protecting the Security intended to be created by the Deed; and

3.1.2 facilitating the realisation of the Security or the exercise of any right, power or discretion exercisable by the Security Agent or any of its delegates or sub-delegates in respect of the Security,

including the execution of any transfer, assignment or assurance whatsoever whether to the Security Agent or to its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case, the Security Agent may (acting reasonably) think expedient.

3.2 Terms of new security

Any security document required to be executed by the Assignor pursuant to clause 9.1 of the Deed (Further action) will contain terms and conditions which are no more onerous than those contained in the Deed.

Please complete
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Particulars of a mortgage or charge (continued)

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Continuation sheet No 2
to Form No 395 and 410 (Scot)

Please complete
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Company Number

05075807

Name of Company

PARK LANE ACQUISITIONS (HOLDINGS) LIMITED (the "Assignor")

Limited*

* delete if
inappropriate

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

SCHEDULE**Insurance Policies**

Insurer: Canada Life Limited
Life Assured: Charles Parker
Policy Number: 6016973
Sum Assured: £500,000
Term: 5 years
Commencement Date: 17 July 2004

Insurer: Canada Life Limited
Life Assured: Paul Stephens
Policy Number: 6016975
Sum Assured: £250,000
Term: 5 years
Commencement Date: 17 July 2004

Insurer: Canada Life Limited
Life Assured: Thierry Delsol
Policy Number: 6016974
Sum Assured: £250,000
Term: 5 years
Commencement Date: 17 July 2004

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

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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. 05075807

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN INSURANCE ASSIGNMENT DATED THE 3rd AUGUST 2004 AND CREATED BY PARK LANE ACQUISITIONS (HOLDINGS) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY GROUP COMPANY TO THE SECURITY AGENT AND/OR THE OTHER SECURITY BENEFICIARIES (OR ANY OF THEM) 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 13th AUGUST 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th AUGUST 2004.

GRH
P



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES