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*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)

For official use

Company number

[] [] [] [] [] [] [] [] [] []

5151795

Name of company

* BHSE General Partner Limited ("General Partner")

Date of creation of the charge

5 January 2005

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

A debenture dated 5 January 2005 ("Debenture") made between, inter alia, the General Partner and Barclays Bank PLC ("Bank").

Amount secured by the mortgage or charge

All or any monies and liabilities (including without limitation all interest, commission, fees, charges, costs and expenses which accrue and are compounded in accordance with the Finance Documents (as defined below)) now or in the future due, owing or incurred by either the Borrower (as defined below) or General Partner under the Finance Documents (whether actual or contingent and whether owed jointly and severally or alone or in any other capacity whatsoever) and includes any liability (secured or unsecured) to a third party which subsequently becomes payable to the Bank by assignment or otherwise ("Secured Sums").

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

Barclays Bank PLC
54 Lombard Street
London

Postcode EC3P 3AH

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

DLA Piper Rudnick Gray Cary
UK LLP, Princes Exchange,
Princes Square, LEEDS, LS1
4BY.

Time critical reference
REF: JXMC/TP

For official Use
Mortgage Section



P1820000 0118
PMO
COMPANIES HOUSE 14/1/05
AF3HS225
A18 0433
COMPANIES HOUSE 19/01/05
COMPANIES HOUSE 14/01/05

Short particulars of all the property mortgaged or charged

As a continuing security for the payment or discharge of all Secured Sums, the General Partner charges to the Bank:

- 1.1 by way of legal mortgage all Land (as defined below) in England and Wales now vested in it and not registered at HM Land Registry;
- 1.2 by way of fixed charge:
 - 1.2.1 all Land in England and Wales now vested in it and registered at the Land Registry;
 - 1.2.2 all other Land which is now, or in the future becomes its property;
 - 1.2.3 all plant and machinery belonging to it now or in the future attached to any Land;

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Particulars as to commission allowance or discount (note 3)

Nil

Signed

DLA Piper

Date

12/1/05

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

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Particulars of a mortgage or charge (continued)

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

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Company Number

5151795

Name of Company

BHSE General Partner Limited ("**General Partner**")

Limited*

* delete if
inappropriate

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

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

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1.2.4 all rental and other income and all debts and claims which are due or owing to it now or in the future under or in connection with any lease, agreement or licence relating to Land;

1.2.5 all its Securities (as defined below);

1.2.6 all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting it which relate to Assets (as defined below) themselves subject to a fixed charge in the Bank's favour or which are now or in the future deposited by it with the Bank together with all its rights and interests in these contracts and policies (including the benefit of all claims arising and all money payable under them);

1.2.7 all its goodwill and uncalled share capital for the time being;

1.2.8 all its Intellectual Property (as defined below), present and future, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;

1.2.9 the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world;

1.2.10 all trade secrets, confidential information and knowhow owned or enjoyed by it now or in the future in any part of the world;

1.2.11 all trade debts now or in the future owing to it;

1.2.12 all other debts now or in the future owing to it save for those arising on fluctuating accounts with associates (as defined in section 52(3) of the Companies Act 1989); and

1.2.13 the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to it as security in respect of any Asset itself subject to a fixed charge in the Bank's favour.

1.3 As a continuing security for the payment or discharge of all Secured Sums, the General Partner charges by way of floating charge all its Assets which are not effectively charged by the fixed charges in the above clauses and without exception all its Assets insofar as they are situated for the time being in Scotland.

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Particulars of a mortgage or charge (continued)

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Continuation sheet No _____
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Company Number

5151795

Name of Company

BHSE General Partner Limited ("**General Partner**")

Limited*

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inappropriate

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

Amount due or owing on the mortgage or charge (continued)

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

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Note 1

The Debenture contains the following negative pledge:

The General Partner shall not without the prior written consent of the Bank (other than as permitted under the Facility Agreement (as defined below)):

- (i) charge, factor, discount, assign, postpone, subordinate or waive its rights in respect of any Receivable (as defined below) in favour of any other person or purports to do so;
- (ii) create or attempt to create any fixed or floating security of any kind or any trust over any of the Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of its business) to arise or subsist over any of the Assets;
- (iii) sell, assign, lease, license or sub-license, or grant any interest in, its Intellectual Property Rights (as defined below), or purport to do so, or part with possession or ownership of them, or allow any third party access to them or the right to use any copy of them;
- (iv) exercise any power of leasing, or accepting surrenders of leases, of any Land, or (unless obliged to do so by law) extend, renew or vary any lease or tenancy agreement or give any licence to assign or underlet;
- (v) part with possession (otherwise than on the determination of any lease, tenancy or licence granted to you) of any Land or share the occupation of it with any other person, or agree to do so.

Note 2

The Debenture contains a power of attorney in favour of the Bank and any Receiver (as defined below).

Note 3

The Debenture contains the power to appoint a Receiver.

Note 4

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by the debenture (and each such floating charge is a qualifying charge for the purposes of the Insolvency Act 1986).

Definitions

"Assets" means all the General Partner's undertaking, property, assets, rights and revenues, whatever and wherever in the world, present and future, and includes each or any of them;

"Borrower" means BHSE Limited Partnership, a limited partnership registered under the laws of England with registered number LP009620;

"Facility Agreement" means the facility agreement dated on or about the date of the debenture between (1) the Borrower, (2) the General Partner and (3) the Bank, as amended and/or restated from time to time;

"Finance Documents" means the Facility Agreement, any Security Document (as defined below), any Hedging Arrangements (as defined below) and any other document designated as such by the Bank and the Borrower;

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**Particulars of a mortgage or charge
(continued)**

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Company Number

5151795

Name of Company

BHSE General Partner Limited ("**General Partner**")

Limited*

* delete if
inappropriate

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

Amount due or owing on the mortgage or charge (continued)

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

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"Hedging Arrangement" means any interest, swap, collar, option or similar contract or arrangement which is entered into by the General Partner;

"Intellectual Property" means all patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) and, in each case, any extensions and renewals of, and any applications for, these rights;

"Intellectual Property Rights" means all and any of the General Partner's Intellectual Property and all other intellectual property rights and other rights, causes of action, interests and assets;

"Land" includes freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures);

"Receivable" means all sums of money receivable by the General Partner now or in the future consisting of or payable under or derived from any Assets;

"Receiver" means every person (as the context so admits) the Bank appoints as a receiver administrative receiver and manager, including any substituted receiver, administrative receiver and manager;

"Securities" means all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person (other than the General Partner) and all other investments (as listed in Part II of Schedule 2 to the Financial Services and Markets Act 2000):

- (i) which now or in the future represent a holding in a subsidiary undertaking (as defined in section 258 of the Companies Act 1985) or an undertaking which would be a subsidiary undertaking if in sub-section (2)(a) of that section "30 per cent or more" were substituted for "a majority"; or
- (ii) the certificates for which are now or in the future deposited by the General Partner with the Bank or which, if uncertificated, are held in an escrow or other account in the Bank's favour or held in the Bank's name or that of the Bank's nominee or to the Bank's order;

including in each case all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise; and

"Security Document" means any document creating security given to the Bank as security for amounts due or which may become due under the Finance Documents.

LDSDP/63476/120186/5338369

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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. 05151795

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 5th JANUARY 2005 AND CREATED BY BHSE GENERAL PARTNER LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE BORROWER OR GENERAL PARTNER TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER 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 14th JANUARY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st JANUARY 2005.

P. Q.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES