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*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

349214/41

395

**A fee of £13 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

14

05697208

Name of company

* Crewvalley Limited (the "Chargor")

Date of creation of the charge

26 February 2008

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

A Deed of Assignment and Shares Charge dated 26 February 2008 between (1)
the Chargor and others and (2) the Security Trustee (as defined below) (the
"Shares Charge")

Amount secured by the mortgage or charge

Please see Part 1 of the continuation sheets, to be read in conjunction
with Part 4, which contains applicable definitions.

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

Wachovia Securities International Limited, 1 Plantation Place, 30 Fenchurch
Street, London (the "Security Trustee")

Postcode EC3M 3BD

Presentor's name address and
reference (if any)

Mayer Brown International LLP
11 Pilgrim Street
London
EC4V 6RW

Time critical reference

21475/21301/06085293

For official Use (06/2005)

Mortgage Section

Post room

MONDAY



LD2 17/03/2008 156
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see Part 2 of the attached continuation sheets, to be read in conjunction with Part 4, which contains applicable definitions

Please see Part 3 of the attached continuation sheets, which contains a summary of certain covenants in the Shares Charge

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legibly, preferably
in black type, or
bold block
lettering**

Particulars as to commission allowance or discount (note 3)

N/a

Signed

Date _____

17/3/08

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [debtor/chargee] +

A fee 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 situated 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

Crewvalley Limited
Schedule to Form M395

Part 1
Amount secured by the mortgage or charge

1. The **Secured Liabilities**, as defined in Clause 2 2 (*Definition of "Secured Liabilities"*) of the Shares Charge to mean
 - (a) all moneys from time to time due or owing, and all other actual or contingent liabilities from time to time incurred, by the Borrower or any other Obligor to any Finance Party, and
 - (b) interest on the moneys and liabilities referred to in Clause 2 2(a) of the Shares Charge, to be calculated to the date of payment (as well after as before any Default or judgment) at the rates and on the terms from time to time applicable under the relevant document (or, in the absence of an applicable rate and terms, to be calculated and paid under the terms of the Facility Agreement as if it were an Unpaid Sum)

Part 2
Short particulars of all the property mortgaged or charged

- 1 In Clause 3 1 (*Charge*) of the Shares Charge, as security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to the Security Trustee by way of first fixed charge all of its rights in
 - (a) the Shares, and
 - (b) any rights or other assets which from time to time subsist, accrue or arise in relation to the Shares, including any
 - (i) dividends,
 - (ii) distributions,
 - (iii) interest and other income,
 - (iv) voting rights, and
 - (v) other benefits, money or property

(together (i) to (v) are the "**Derivative Rights**")

Part 3 Covenants

- 1 In Schedule 1 Paragraph 1.1 (*Negative pledge*) of the Shares Charge, the Chargor undertakes not to create or permit to subsist any Security Interest over any of the Secured Assets, other than as expressly permitted in the Facility Agreement
- 2 In Schedule 1 Paragraph 1.2 (*No disposals*) of the Shares Charge, the Chargor undertakes not to enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, transfer or otherwise dispose of any of the Secured Assets or to permit any person other than the Chargor to be registered as the owner of them, other than as expressly permitted in the Facility Agreement
- 3 In Schedule 1 Paragraph 3 (*Issue of Shares*) of the Shares Charge, the Chargor undertakes (jointly and severally with the other chargors under the Shares Charge) to ensure that no Company will without the prior written consent of the Security Trustee
 - (a) issue or allot any shares or other securities, or
 - (b) enter into any agreement or other arrangement to make, or entitle any person to call for, an issue or allotment of any shares or other securities in that Company
- 4 In Schedule 1 Paragraph 4 (*Restrictions*) of the Shares Charge, the Chargor undertakes (jointly and severally with the other chargors under the Shares Charge) to ensure that no Company shall without the prior written consent of the Security Trustee
 - (i) in any way modify the rights attached to any of the shares in its issued share capital,
 - (ii) increase, consolidate, sub-divide or reduce its share capital,
 - (iii) alter its memorandum or articles of association,
 - (iv) purchase its own shares or reduce its share capital, or
 - (v) take any step to place itself in liquidation or administration or pass any resolution to wind itself up
- 5 In Schedule 1 Paragraph 8 (*Further assurance*) of the Shares Charge, the Chargor undertakes at its own expense to execute and do (and ensure that its nominees execute and do) any documents, acts and things which the Security Trustee may require from time to time for
 - (a) giving effect to, perfecting or protecting the Security Trustee's security over the Secured Assets or any of them, or

- (b) facilitating the realisation of the Secured Assets and the exercise of all powers, authorities and discretions vested by the Shares Charge in the Security Trustee or any Receiver

The Chargor undertakes to (and to ensure that its nominees shall) in particular promptly execute all transfers, conveyances, assignments, assurances and legal mortgages of the Secured Assets which the Security Trustee may require from time to time

Part 4

Definitions

"Borrower" means Zalrose Limited a limited liability company incorporated under the IBCA with incorporation number 1033419 whose registered office is at Palm Grove House, PO Box 438, Tortola, British Virgin Islands

"Company" means each company listed in column 1 Schedule 5 (*Shares*) to the Shares Charge, including the company referred to in column 1 of Annex 1 (*Shares*) below

"Default" has the meaning given to it in the Facility Agreement

"Facility Agreement" means the facility agreement dated 26 February 2008 and made between (1) Zalrose Limited as borrower, (2) the Companies listed in column 1 of Schedule 2 therein as original guarantors, (3) Wachovia Bank National Association, London Branch as Mandated Lead Arranger (the **"Arranger"**), Original Lender and Agent and (4) Wachovia Securities International Limited as Security Trustee

"Finance Party" has the meaning given to it in the Facility Agreement

"Loan Notes" means the loan notes held by the Loan Note Obligors as specified in Schedule 6 (*Loan Notes*) to the Shares Charge including those specified in column 2 of Annex 2 (*Loan Notes*) below

"Loan Note Obligors" means each company referred to in column 3 of Schedule 6 (*Loan Notes*) to the Shares Charge.

"Obligor" has the meaning given to it in the Facility Agreement

"Receiver" has the meaning given to it in Schedule 3, Paragraph 3.1 (*Appointment of a Receiver*) of the Shares Charge

"Secured Assets" means the Loan Notes, the Shares, all other assets from time to time the subject of the Security Interests construed by or pursuant to the Shares Charge **"Secured Asset"** means any of them and any reference to one or more of the Secured Assets includes all or any part of it or each of them

"Security Interest" has the meaning given to it in the Facility Agreement

"Shares" means all of the shares in any Company held by any of the Chargor and the other chargors under the Shares Charge from time to time and all other shares and other assets from time to time the subject of the security created by or pursuant to the Shares Charge (including those more fully described in Annex 1 (*Shares*) below), including any moneys and other

Derivative Rights from time to time charged to the Security Trustee pursuant to Clause 3
(*The charge*) of the Shares Charge (as described in Part 2 above)

"Unpaid Sum" has the meaning given to it in the Facility Agreement

**ANNEX 1
SHARES**

Charged Share Issuer and Relevant Jurisdiction	Name of Chargor owning shares	Jurisdiction of Chargor	Class and Number of Shares Owned	% of Shares held in Charged Share Issuer
Burcote Liability Solutions Limited UK	Crewvalley Limited	BVI	67 ordinary shares of £1 00	6 0



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5697208
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT AND
SHARES DATED 26 FEBRUARY 2008 AND CREATED BY
CREWVALLEY LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE BORROWER OR ANY OTHER
OBLIGOR TO ANY FINANCE PARTY 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 17 MARCH 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 MARCH 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES