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

Pursuant to section 395 of the Companies Act 1985

For official use

Company number

6893454

Name of company

* Stewart Group Assayers Limited ("Pledgor")

Date of creation of the charge

9 September 2009

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

Pledge and cession of shares and claims agreement ("Agreement").

Amount secured by the mortgage or charge

Any and all obligations of the Pledgor (whether actual or contingent, present or future) to the Creditor from time to time in terms of the Guarantee, including in respect of the principal amount, interest, costs, expenses, fees and the like ("**Secured Obligations**").

All capitalised terms, except those defined elsewhere in this Form 395, are defined in the Annexure.

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

Barclays Bank PLC ("**Creditor**") (registered in England with number 1026167), 1 Churchill Place,
London

Postcode E14 5HP

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

DLA Piper UK LLP
101 Barbirolli Square
Manchester
M2 3DL

LB/315541/000055/26476677

Time critical reference

For official Use (02/06)
Mortgage Section

1 Post room

FRIDAY



"AW9LBDK8"

A12

25/09/2009

223

COMPANIES HOUSE

Please do not
write in
this margin

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

1 GRANT OF SECURITY

1.1 By way of pledge the Pledged Shares.

2 WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

2.1 The Pledgor undertook and agreed –

2.1.1 except as expressly permitted in terms of the Agreement, not to exercise any and all rights in respect of the Pledged Shares and/or the Rights and Interests which it may have which will be in conflict with the rights of the Creditor in terms of the Agreement; and

2.1.2 except as expressly permitted in terms of the Agreement, that it may not cede, assign, transfer or pledge or in any other manner encumber or deal with the Pledged Shares and/or the Rights and Interests without the prior written consent of the Creditor.

Continued at addendum 4/4

Particulars as to commission allowance or discount (note 3)

NIL

Signed **DLA Pipe UK LLP**

Date 24 September 2009

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [chargee] † Barclays Bank PLC

**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 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 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

Name of company

*insert full name
of Company

* Stewart Group Assayers Limited ("Pledgor")

Addendum 1/4

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

Addendum 2/4

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

Addendum 3/4

3. Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

3 **POWER OF ATTORNEY**

The Pledgor irrevocably nominated, constituted and appointed the Creditor (acting through any representative of the Creditor holding office from time to time) with power of substitution, to be its true and lawful attorney to do all such things and to complete and sign all such documents, for so long as the Agreement remains in force, for the purposes of the sale, assignment, cession, transfer, perfecting the Creditor's security or otherwise disposing of the Pledged Shares and/or the Rights and Interests, or any part thereof or the realisation of the underlying value in respect thereof as contemplated in the Agreement, and for all purposes incidental thereto.

STEWART GROUP ASSAYERS LIMITED

ANNEXURE TO FORM 395

ANNEXURE 1

DEFINITIONS

In this Form 395 the following terms have the following meanings:

"Alex Stewart Tes Brethby SA Shares" means 100 (one hundred) ordinary shares with a par value of R1.00 (one rand) each in the share capital of Alex Stewart Tes Brethby SA (Proprietary) Limited (registration number 1998/011719/07, a limited liability private company duly incorporated in South Africa), beneficially held by and registered in the name of the Pledgor, constituting 100% (one hundred percent) of the issued shares in the share capital of Alex Stewart Tes Brethby SA plus all other shares held by the Pledgor in the share capital of Alex Stewart Tes Brethby SA from time to time, and includes any subdivisions, consolidations, splitting and/or other restructuring in respect of such shares;

"Alex Stewart Tes Brethby (KZN) Shares" means 250 (two hundred and fifty) ordinary shares with a par value of R1.00 (one rand) each in the share capital of Alex Stewart Tes Brethby (KZN) (Proprietary) Limited (registration number 1994/000491/07, a limited liability private company duly incorporated in South Africa) beneficially held by and registered in the name of the Pledgor, constituting 100% (one hundred percent) of the issued shares in the share capital of Alex Stewart Tes Brethby (KZN) (Proprietary) Limited plus all other shares held by the Pledgor in the share capital of Alex Stewart Tes Brethby (KZN) (Proprietary) Limited from time to time, and includes any subdivisions, consolidations, splitting and/or other restructuring in respect of such shares;

"Claims" means all amounts of any nature whatsoever owing from time to time by the Companies (as such term is defined therein) to the Pledgor from any cause whatsoever, whether by way of loan account or otherwise, whether in contract or in delict, actual or contingent, and includes any interest accrued thereon

"Facilities Agreement" means the facilities agreement originally dated 17 November 2006 (as amended and restated on 21 January 2008 and amended on 13 March 2008, 31 July 2008, 31 October 2008 and further amended by a letter dated 27 April 2009) entered into between Alex Stewart Holdings Limited, the Original Guarantors (as such term is defined in the Agreement) and the Creditor;

"Guarantee" means the accession letter to the Facilities Agreement dated on or about the date hereof, executed by the Pledgor in favour of the Creditor;

"Impro Laboratories Shares" means 250 (two hundred and fifty) ordinary shares with a par value of R1.00 (one rand) each in the share capital of Impro Laboratories, beneficially held by and registered in the name of the Pledgor, constituting 100% (one hundred percent) of the issued shares in the share capital of Impro Laboratories (Proprietary) Limited (registration number 1998/000602/07, a limited liability private company duly incorporated in South Africa) plus all other shares held by the Pledgor in the share capital of Impro Laboratories (Proprietary) Limited from time to time, and includes any subdivisions, consolidations, splitting and/or other restructuring in respect of such shares;

"Pledged Shares" means the Alex Stewart Tes Bretby SA Shares, the Alex Stewart Tes Bretby (KZN) Shares and the Impro Laboratories Shares; and

"Rights and Interests" means all of the Pledgor's rights of any nature whatsoever to and interests of any nature whatsoever in the Pledged Shares and the Claims, whether actual, prospective or contingent, direct or indirect, whether a claim for the payment of money or for the performance of any other obligation, and whether or not the said rights and interests were within the contemplation of the Parties at the Signature Date (as such term is defined therein).



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6893454
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A PLEDGE AND CESSION OF
SHARES AND CLIMS AGREEMENT DATED 9 SEPTEMBER 2009
AND CREATED BY STEWART GROUP ASSAYERS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO BARCLAYS BANK PLC 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 25
SEPTEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 SEPTEMBER
2009

p/oc H

THIS CERTIFICATE HAS BEEN
AMENDED BY AN AMENDING
CERTIFICATE DATED
30 SEPTEMBER 2009.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6893454
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
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EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO
CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 25
SEPTEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 SEPTEMBER
2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES