

**CHFP025**

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

\*insert full name  
of Company

3491248

\* PLANETCROFT LIMITED ("the Company")

18 April 2000

A supplemental debenture (the "Supplemental Debenture") dated 18 April 2000 made by the Company in favour of Chase Manhattan International Limited as agent and trustee for itself and the Finance Parties.

The Secured Liabilities(as defined in Schedule 1).

NOTE:

The Supplemental Debenture contains covenants for further assurance and a negative pledge.

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

Chase Manhattan International Limited  
125 London Wall  
London  
as agent and trustee for itself and the Finance Parties  
Postcode EC2Y 5AJ

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

Clifford Chance LLP  
200 Aldersgate St  
London

EC1A 4JJ

For official Use  
Mortgage Section

Post room

Time critical reference  
MEB/AXM/C0791/8260/632492



See attached Schedules.

Please do not  
write in  
this margin

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

Particulars as to commission allowance or discount (note 3)

None

Signed

Clifford Chance LLP

Date 2 May 2000

On behalf of [company] [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 CF4 3UZ

*Schedules to Form 395 relating to the Supplemental Debenture entered into by Planetcroft Limited (Company No: 3491248) dated 18 April 2000*

## **Schedule 1**

### **Definitions**

**"Account Bank"** means each of the banks or financial institutions with whom the Security Accounts are maintained from time to time pursuant to Clause 11 of the Original Debenture;

**"Additional Borrower"** means a member of the Group which becomes a Borrower in accordance with the terms of Clause 19.1 and/or 19.2 of the Senior Facility Agreement;

**"Additional Guarantor"** means a member of the Group which becomes a Guarantor in accordance with Clause 19.1 and/or 19.2 of the Senior Facility Agreement;

**"African Sub-Group"** means Magadi Soda Company Limited and its Subsidiaries, and Brunner Mond South Africa Pty. Limited and its Subsidiaries;

**"Ancillary Bank"** means any Bank which becomes an Ancillary Bank by operation of Clause 2.6 of the Senior Facility Agreement;

**"Ancillary Documents"** means the documents and other instruments pursuant to which the Ancillary Facility is made available and outstandings under that facility are evidenced;

**"Ancillary Facility"** means any ancillary facility established pursuant to Clause 2.6 of the Senior Facility Agreement;

**"Arranger"** means Chase Manhattan PLC as arranger under the Senior Facility Agreement and its permitted successor and assigns;

**"Bank"** means each bank or financial institution whose name is set out in Schedule 1 of the Senior Facility Agreement or to which rights and/or obligations under the Senior Facility Agreement are assigned or transferred pursuant to Clause 30 of the Senior Facility Agreement or which assumes rights and obligations pursuant to a Substitution Certificate, and any successor or successors to the foregoing;

**"Bill"** means a bill of exchange issued in accordance with Clause 3 of the Senior Facility Agreement;

**"Borrower"** means each of the Company and any Additional Borrower;

**"Borrower Accession Agreement"** means an agreement in the form scheduled to the Senior Facility Agreement under which a Borrower becomes an Additional Borrower under the Senior Facility Agreement;

**"Bridge Administrative Agent"** means The Chase Manhattan Bank in its capacity as Administrative Agent under (and as defined in) the Bridge Facility Agreement and its permitted successors and assigns;

**"Bridge Facility Agreement"** means the £69,100,000 Bridge Facility Agreement dated 12 May 1998 made between the Company as borrower, the Subordinated Bridge Lenders and the Subordinated Bridge Agent;

**"Charging Date"** means:

- (a) in the case of any Obligor that is the Target or any of its Subsidiaries, the date on which that Obligor satisfies all the requirements set out in Sections 155-158 of the Companies Act 1985 in respect of the transactions contemplated by the Relevant Agreements; and
- (b) in the case of each other Obligor, the date of the Supplemental Debenture;

**"Collateral Account"** means each account maintained from time to time by it at any branch or any Account Bank;

**"Declared Default"** means an Event of Default which has resulted in the Senior Agent serving notice under Clause 24.18(a), (c), (d), (e) and/or (f) of the Senior Facility Agreement and which is continuing;

**"Deed of Accession"** means a deed in the form scheduled to the Supplemental Debenture under which a Subsidiary becomes a party to the Supplemental Debenture;

**"Default"** means an Event of Default or an event which, with the giving of notice under, or the lapse of a time period, as specified in, Clause 23 (Default) of the Senior Facility Agreement constitute an Event of Default;

**"Encumbrance"** means any mortgage, pledge, lien, charge, assignment for the purpose of providing security, hypothecation, right in security, security interest or trust arrangement for the purpose of providing security, and any other security agreement or other arrangement having the effect of providing security (including, without limitation, the deposit of money or property with a person with the primary intention of according such person a right of set-off or lien);

**"Event of Default"** means an event specified as such in Clause 23 of the Senior Facility Agreement;

**"Existing Security Interests"** means the Security Interests created by the Original Debenture and the PowerGen CHP Limited Security Documents;

**"Facility Agent"** means Chase Manhattan International Limited in its capacity as Facility Agent under (and as defined in) the Senior Facility Agreement and its permitted successors and assigns;

**"Fee Letters"** means the letters referred to in Clause 25.1 and 25.3 of the Senior Facility Agreement;

**"Finance Documents"** means the Senior Finance Documents and each of the other Finance Documents referred to in the Senior Facility Agreement;

**"Finance Party"** means the Arranger, a Bank, an Ancillary Bank, the LC Bank, the Guarantee Bank, the Facility Agent or the Security Agent (together the **"Finance Parties"**);

**"Fixtures"** means, in relation to any freehold or leasehold property charged by or pursuant to this security, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time thereon owned by the Company;

**"Group"** means TopCo and its Subsidiaries but excludes the African Sub-Group;

**"Group Shares"** means all stocks, shares, debentures, bonds, warrants, coupons or other securities and investments now or in the future owned by the Company from time to time;

**"Guarantee Bank"** means The Chase Manhattan Bank in its capacity as guarantee bank under the Senior Facility Agreement and its permitted successors and assigns;

**"Guarantor"** means the Company, TopCo, HoldCo, Pampascrown Limited, Brunner Mond Limited, Brunner Mond Soda Holdings Limited, Brunner Mond (UK) Limited or an Additional Guarantor;

**"Guarantor Accession Agreement"** means a deed in the form scheduled to the Senior Facility Agreement under which Additional Guarantor assumes obligations under the Senior Facility Agreement;

**"Hedging Bank"** means any party to the Hedging Documents who is from time to time in the capacity of a hedging bank;

**"Hedging Documents"** means any and all currency or interest rate swap and/or interest rate cap and/or other hedging agreements entered into or to be entered into by any member of the Group as have been and/or as may be agreed in writing between the Company and the Arranger to constitute the Hedging Documents which implement a hedging strategy agreed under Clause 21.13 of the Senior Facility Agreement;

**"HoldCo"** means Griffinmist Limited (Registered Number 3491141);

**"Insurances"** means all contracts and policies of insurance (including, for the avoidance of doubt all cover notes) of whatever nature which are from time to time taken out by or on behalf of it or (to the extent of such interest) in which it has an interest;

**"Intellectual Property Rights"** means all know-how, patents, trade marks, service marks, designs, business names, topographical or similar rights, copyrights and other intellectual

property and any interests (including by way of licence) in any of the foregoing (in each case whether registered or not and including all applications for the same);

**"Intercompany Creditors"** means each Obligor in its capacity as a creditor in relation to any Intercompany Debt and any member of the Group which becomes party hereto as an Intercompany Creditor;

**"Intercompany Debt"** means all present and future liabilities (actual or contingent) payable or owing by Intercompany Debtors or any of them to Intercompany Creditors or any of them, whether or not matured and whether or not liquidated, comprising, or arising in respect of, those present and anticipated debts which are described in Schedule 1 Part III of the Priority Agreement and any other present or future (actual or contingent) indebtedness owed in respect of loans made by an Intercompany Creditor to any Intercompany Debtor, but excluding debts arising in the ordinary course of trading and/or incidental to prudent day-to-day cash and treasury management), together in each case with:

- (a) any refinancing, novation, refunding, deferral or extension of any of those liabilities or debts;
- (b) any further advances which may be made by an Intercompany Creditor to any Intercompany Debtor under any agreement relating or supplemental to any Intercompany Documents, plus all interest, fees and costs in connection therewith;
- (c) any claim for damages or restitution arising out of, by reference to, or in connection with, the Intercompany Documents;
- (d) any claim flowing from any recovery by an Intercompany Debtor or a receiver or liquidator thereof or any other person of a payment or discharge in respect of any of those liabilities or debts on grounds of preference or otherwise; and
- (e) any amounts (such as post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, invalidity, unenforceability or now-allowability of the same in any insolvency or other proceedings;

**"Intercompany Debtors"** means each Obligor in its capacity as a debtor in relation to, or who is at any time liable (whether actually or contingently) for, any Intercompany Debt and any member of the Group which becomes party to the Priority Agreement as an Intercompany Debtor;

**"Intercompany Documents"** means any and all agreements and other instruments under or by which any Intercompany Debt is outstanding, evidenced, secured or guaranteed in each case;

- (a) as and including any instrument pursuant to which the same is, novated, varied, supplemented or amended from time to time; and

- (b) in the case of loans of more than £500,000, in a form reasonably satisfactory to the Senior Agent and the Bridge Administrative Agent;

**"LC Bank"** means The Chase Manhattan Bank in its capacity as LC Bank under the Senior Facility Agreement and its permitted successors and assigns;

**Obligor** means a Borrower or a Guarantor;

**"Original Debenture"** means the debenture dated 12 May 1998 between the Obligors, the Guarantee Bank and the Security Agent, and includes any and each other agreement or instrument supplementing or amending the same;

**"Original Deed of Accession"** means a deed in the form scheduled to the Original Debenture under which a Subsidiary has become or becomes a party to the Original Debenture;

**"PowerGen CHP Limited Security Documents"** means the debenture executed by Brunner Mond UK Limited dated 18 December 1998 in favour of PowerGen CHP Limited and each mortgage or other document creating any Encumbrance in favour of PowerGen CHP Limited over any of Brunner Mond UK Limited's present or future business, assets or undertakings;

**"Priority Agreement"** means the priority agreement dated 12 May 1998 between, *inter alios*, the Obligors, the Facility Agent, the Security Agent, the Banks and the Hedging Banks and includes any and each other agreement or instrument supplementing or amending the same including the Third Master Amendment Agreement;

**"Realisations Account"** means each account maintained from time to time by or in the name of it for the purposes of Clause 13.2 of the Debenture at such branch or branches of an Account Bank as the Security Agent may from time to time approve;

**"Related Rights"** means, in relation to the Group Shares, all dividends and other distributions paid or payable after the date hereof on all or any of the Group Shares and all stocks, shares, securities (and the dividends or interest thereon), rights, money or property accruing or offered at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any of the Group Shares or in substitution or exchange for any of the Group Shares;

**"Relevant Agreements"** means each agreement or instrument assigned or purported to be assigned pursuant to Clause 4.3 of the Supplemental Debenture and/or any Deed of Accession, and includes any and each other agreement or instrument supplementing or amending any such agreement or contract;

**"Restated Senior Facility Agreement"** means the Senior Facility Agreement as amended and restated by the Third Master Amendment Agreement;

**"Secured Liabilities"** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of

each Obligor to the Finance Parties (other than the Guarantee Bank) (or any of them) under each or any of the Senior Finance Documents together with all reasonable costs, charges and expenses incurred by any Finance Party in connection with the protection or preservation and all costs, charges and expenses incurred by any Finance Party in connection with the enforcement, of its respective rights under the Senior Finance Documents or any other document evidencing or securing any such liabilities **provided that** no obligation or liability shall be included in the definition of "**Secured Liabilities**" to the extent that, if it were so included, the Supplemental Debenture (or any part thereof) would constitute unlawful financial assistance within the meaning of Sections 151 and 152 of the Companies Act 1985;

"**Security Accounts**" means the Collateral Accounts and the Realisations Accounts;

"**Security Agent**" means Chase Manhattan International Limited in its capacity as Security Agent under (and as defined in) the Senior Facility Agreement and its permitted successors and assigns;

"**Security Assets**" means all assets, rights and property of the Company and includes, for the avoidance of doubt its rights to or interests in any chose in action and the Security Shares;

"**Security Documents**" means the Original Debenture, the Supplemental Debenture, each Deed of Accession and every other document entered into by the Company or any Subsidiary thereof pursuant to the Original Debenture and the Supplemental Debenture and/or Clause 19.2 of the Senior Facility Agreement; and includes any and each other agreement or instrument supplementing or amending the same including the Third Master Amendment Agreement;

"**Security Interests**" has the meaning given to that term in the Senior Facility Agreement;

"**Security Shares**" means the Group Shares and the Related Rights and means such of the Group Shares as are held by it at the relevant time, together with all Related Rights in respect thereof;

"**Senior Agent**" means Chase Manhattan International Limited in its capacity as Facility Agent under (and as defined in) the Senior Facility Agreement and its permitted successors and assigns;

"**Senior Facility Agreement**" means the facility agreement of 12 May 1998 between the Company, the Borrowers, the Guarantors, the Arranger, the Banks (each as defined therein), the Facility Agent and the Security Agent, together with each Accession Agreement and Substitution Certificate relating thereto and includes any and each other agreement or instrument supplementing or amending the same including the Third Master Amendment Agreement;

"**Senior Finance Documents**" means the Senior Facility Agreement, the Ancillary Documents, the Fee Letters, the Substitution Certificates, the Borrower Accession Agreements, the Guarantor Accession Agreements, the Security Documents, the Hedging



Documents, the Priority Agreement, each Bill and any other document designated as such by the Facility Agent and the Company, and includes any and each other agreement or instrument supplementing or amending any of such documents including the Third Master Amendment Agreement;

**"SESA Documents"** has the meaning given to that term in the Original Debenture and includes any such and each other agreement or instrument supplementing or amending the same;

**"Subordinated Bridge Agent"** means The Chase Manhattan Bank in its role as agent under the Bridge Facility Agreement or any of its successors and assigns;

**"Subordinated Bridge Lenders"** means each of the banks or financial institutions party to the Bridge Facility Agreement as a lender or to whom any rights and/or obligations are from time to time novated, transferred or assigned by any lender under the Bridge Facility Agreement;

**"Subscription Agreement"** has the meaning given to that term in the Senior Facility Agreement and includes any such and each other agreement or instrument supplementing or amending the same;

**"Subsidiary"** means, (a member of the Group which is not in the African Sub-Group), in relation to any person, any entity which is controlled directly or indirectly by that person or of whose dividends or distributions that person is entitled to received more than fifty per cent. (50%) and any entity (whether or not so controlled) treated as a subsidiary in the latest financial statements of that person from time to time, and **"control"** for this purpose means the direct or indirect ownership of the majority of the voting share capital of such entity or the right or ability to direct management to comply with the type of material restrictions and obligations contemplated in this Agreement or to determine the composition of a majority of the board of directors (or like board) of such entity, in each case whether by virtue of ownership of shares capital, contract or otherwise;

**"Substitution Certificate"** means a certificate in the form scheduled to the Senior Facility Agreement under which rights and obligations of a Finance Party may be transferred to a third party;

**"Target"** means Brunner Mond Limited (Registered Number 2608543) (formerly known as Brunner Mond PLC);

**"Third Master Amendment Agreement"** means the third master amendment agreement dated 18 April 2000 between the Company, the other Obligors, the Arranger, the Banks (each as defined therein), the Facility Agent, the Security Agent and includes any and each other agreement or instrument supplementing or amending the same;

**"TopCo"** means Starnhurst PLC (Registered Number 3524915);

**"Tranche E Secured Liabilities"** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor, the Finance Parties (or any of them) in relation to the Tranche E Facility under each or any of the Senior Finance Documents together with all reasonable costs, charges, and expenses incurred by any Finance Party in connection with the protection or preservation, and all costs, charges and expenses incurred by any Finance Party in connection with the enforcement, of its respective rights under the Senior Finance Documents or any other document evidencing or securing any such liabilities, PROVIDED THAT no obligation or liability shall be included in the definition of "Secured Liabilities" to the extent that, if it were so included, the Supplemental Debenture (or any part) would constitute unlawful financial assistance within the meaning of Section 151 and 152 of the Companies Act 1985;

**"Tranche E Facility"** means the documentary credit facility referred to in the Senior Facility Agreement;

**"Tranche E Security Account"** means an account so designated, denominated in Sterling and maintained with the Guarantee Bank in the name of the Company;

## Schedule 2

### Fixed Charges

- 1.1 The Company as beneficial owner and with full title guarantee (subject only to acknowledgement by the parties to the Supplemental Debenture of the Existing Security Interests), as security for the payment, discharge and performance of all the Secured Liabilities, with effect from its Charging Date, charged in favour of the Security Agent (as agent and trustee for the Finance Parties):
- (a) by way of a first legal mortgage, all the property (if any) now belonging to it and specified in Schedule 2 of the Original Debenture (as incorporated into the Supplemental Debenture) and/or in the Schedule to the Original Deed of Accession by which it became party to the Original Debenture (where relevant) and/or in the Schedule to the Deed of Accession by which it became party to the Supplemental Debenture (where relevant), together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title and any moneys paid (after the date hereof) or payable in respect of such covenants subject, in the case of any leasehold properties, to any necessary third party's consent to such mortgage being obtained;
  - (b) by way of first fixed charge:
    - (i) (to the extent that the same are not the subject of a mortgage under paragraph (a) above) all present and future estates or interests in any freehold or leasehold property and any rights under any licence or other agreement or document which gives it a right to occupy or use property, wheresoever situated belonging to it as at the date of the Supplemental Debenture or thereafter together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title and any moneys paid (after the date of the Supplemental Debenture) or payable in respect of such covenants, subject, in the case of any leasehold properties or any other rights under any licence or other agreement or document which gives it a right to occupy or use property, to any necessary third party's consent to such charge being obtained;
    - (ii) (subject to any prior Encumbrance under finance leases, hire purchase contracts, deferred purchase arrangements and the like, in each case permitted under the Restated Senior Facility Agreement) all plant, machinery, computers and vehicles owned by it as at the date of the Supplemental Debenture or thereafter and its interest in any plant, machinery, computers or vehicles in its

possession other than any as at the date of the Supplemental Debenture being part of its stock in trade or work in progress;

- (iii) all moneys (including interest) from time to time standing to the credit of each of its present and future accounts (including, without limitation, the Security Accounts) with any bank, financial institution or other person and the debts represented thereby;
- (iv) (to the extent not effectively assigned under Schedule 3) all benefits in respect of the Insurances and all claims and returns of premiums in respect thereof;
- (v) all of its book and other debts as at the date of the Supplemental Debenture or thereafter, all other moneys due and owing to it or which may become due and owing to it at any time in the future and the benefit of all rights, securities and guarantees of any nature whatsoever as at the date of the Supplemental Debenture or at any time enjoyed or held by it in relation to any of the foregoing including in each case the proceeds of the same;
- (vi) (to the extent that the same do not fall within any other sub-paragraph of paragraph 1.1(b) and are not effectively assigned under Schedule 3) all of its rights and benefits under each of the Relevant Agreements, all bills of exchange and other negotiable instruments held by it, and (subject to any necessary third party's consent to such charge being obtained) any distributorship or agreement for the licensing of Intellectual Property Rights or similar agreements entered into by it and any letters of credit issued in its favour;
- (vii) any beneficial interest, claim or entitlement of it to any assets of any pension fund capable of being so charged;
- (viii) its goodwill as at the date of the Supplemental Debenture or thereafter;
- (ix) the benefit of all licences, permissions, consents and authorisations (statutory or otherwise) held as at the date of the Supplemental Debenture or thereafter in connection with its business or the use of any of the Security Assets specified in paragraph 1.1(a) and sub-paragraph 1.1(b)(i) above and the right to recover and receive all compensation which may at any time become payable to it in respect thereof;
- (x) its uncalled capital as at the date of the Supplemental Debenture or thereafter;
- (xi) all its Intellectual Property Rights (including, without limitation, those patents and trade marks and designs, if any, specified in Schedule 5 of the Original Debenture (as incorporated into the Supplemental Debenture) and/or in the Schedule to the Original Deed of Accession by which it became party to the Original Debenture (where relevant) and/or the Schedule to the Deed of

Accession by which it became party to the Supplemental Debenture (where relevant)) owned by it as at the date of the Supplemental Debenture or thereafter, subject to any necessary (as at the date of the Supplemental Debenture or such Deed of Accession, as the case may be) third party's consent to such charge being obtained. To the extent that any such Intellectual Property Rights are not capable of being charged (whether by reason of lack of any such consent as aforesaid or otherwise) the charge thereof purported to be effected by paragraph 1.1(b) shall operate as an assignment of any and all damages, compensation, remuneration, profit, rent or income which it may derive therefrom or be awarded or entitled to in respect thereof, as continuing security for the payment, discharge and performance of the Secured Liabilities; and

- (xii) all stocks, shares, debentures, bonds, warrants, coupons or other securities and investments owned as at the date of the Supplemental Debenture or thereafter by any or (when used in relation to a particular Obligor) that Obligor from time to time not charged pursuant to paragraph 2 but excluding those referred to in Clause 4.2(c) of the Supplemental Debenture; and
- (c) by way of fixed charge which shall be second ranking to the charge created under paragraph 1.2 all moneys (including interest) from time to time standing to the credit of the Tranche E Security Account with any bank, financial institution or other person and the debts represented thereby.

- 1.2 The Company as beneficial owner and with full title guarantee (subject only to acknowledgement by the parties to the Supplemental Debenture of the Existing Security Interests), as security for the payment, discharge and performance of all the Tranche E Secured Liabilities at any time owed or due to the Guarantee Bank, with effect from its Charging Date, charged in favour of the Guarantee Bank by way of a first fixed charge all moneys (including interest) from time to time standing to the credit of the Tranche E Security Account and the debts represented thereby.

Any property or assets situated in Scotland and any property or assets the rights in and to which are governed by the laws of Scotland shall be excluded from the mortgages and charges created or effected by paragraphs 1.1 and 1.2 above.

## 2. CHARGES ON SHARES

The Company, as sole beneficial owner and with full title guarantee (subject only to acknowledgement by the parties to the Supplemental Debenture of the Existing Security Interests), as continuing security for the payment, discharge and performance of all the Secured Liabilities, with effect from its Charging Date:

- 2.1 mortgaged and charged and agreed to mortgage and charge to the Security Agent (as agent and trustee for the Finance Parties) all Group Shares held as at the date of the Supplemental

Debenture or thereafter by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage; and

- 2.2 mortgaged and charged and agreed to mortgage and charge to the Security Agent (as agent and trustee for the Finance Parties) all the Related Rights accruing to all or any of the Group Shares held as at the date of the Supplemental Debenture or thereafter by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage or charge.

### **Schedule 3**

#### **Assignments**

1. The Company as beneficial owner and with full title guarantee (subject only to acknowledgement by the parties to the Supplemental Debenture of the Existing Security Interests), as continuing security for the payment, discharge and performance of all the Secured Liabilities, with effect from its Charging Date, assigned and agreed to assign all its right, title and interest (if any) in and to:
  - 1.1 the Insurances;
  - 1.2 the Hedging Documents;
  - 1.3 the Subscription Agreement;
  - 1.4 the Intercompany Documents; and
  - 1.5 in the case of any Obligor party to the SESA Documents (and then only to the extent permitted thereunder), the SESA Documents.
2. To the extent that any such right, title and interest described in paragraphs 1 and 2 of this Schedule was not assignable or capable of assignment, the assignment thereof purported to be effected by paragraph 1 shall operate as:
  - 2.1 in the case of the Insurances, an assignment of any and all proceeds of the Insurances received by the Company; and
  - 2.2 in the case of the other Relevant Agreements, an assignment of any and all damages, compensation, remuneration, profit, rent or income which the Company may derive therefrom or be awarded or entitled to in respect thereof,

in each case as continuing security for the payment, discharge and performance of all the Secured Liabilities.
3. Whilst no Declared Default exists (i) the Security Agent shall permit the Company to exercise its rights under any Relevant Agreement to which it is party, provided that the exercise of these rights in the manner proposed would not result in a Default under the terms of any of the Finance Documents, and (ii) any payments received by the Security Agent under or in respect of the Relevant Agreements by virtue of the Supplemental Debenture shall be paid by the Security Agent to the relevant Obligor save to the extent required by the terms of the Senior Facility Agreement or the Priority Agreement to be applied at such time against any of the Secured Liabilities.

## **Schedule 4**

### **Floating Charges**

#### **1. CREATION OF FLOATING CHARGES**

The Company as beneficial owner and with full title guarantee (subject only to acknowledgement by the parties to the Supplemental Debenture of the Existing Security Interests), as security for the payment, discharge and performance of all the Secured Liabilities, with effect from its Charging Date, charged in favour of the Security Agent (as agent and trustee for the Finance Parties) by way of a first floating charge all its undertaking and assets whatsoever and wheresoever as at the date of the Supplemental Debenture of thereafter (including, without limitation, any undertaking and assets situated in Scotland (whether or not the same may be mortgaged or charged by way of standard security)), subject always to all mortgages, fixed charges and assignments created by or pursuant to the Existing Security Interests or Schedule 2 (Fixed Charges) and Schedule 3 (Assignments) or any other provision of the Supplemental Debenture.



FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03491248

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL DEBENTURE DATED 18th APRIL 2000 DATED THE 18th APRIL 2000 AND CREATED BY PLANETCROFT LIMITED FOR SECURING "THE SECURED LIABILITIES" WHICH MEANS ALL PRESENT AND FUTURE OBLIGATIONS AND LIABILITIES OF EACH OBLIGOR (AS DEFINED) TO THE FINANCE PARTIES (OTHER THAN THE GUARANTEE BANK) (OR ANY OF THEM) UNDER EACH OF THE SENIOR FINANCE DOCUMENTS (AS DEFINED) AND "THE TRANCHE E SECURED LIABILITIES" WHICH MEANS ALL PRESENT AND FUTURE OBLIGATIONS AND LIABILITIES OF EACH OBLIGOR (AS DEFINED) TO THE FINANCE PARTIES (OR ANY OF THEM) IN RELATION TO THE TRANCHE E FACILITY UNDER EACH OR ANY OF THE SENIOR FINANCE DOCUMENTS (AS DEFINED) THE SUPPLEMENTAL DEBENTURE CONTAINS COVENANTS FOR FURTHER ASSURANCE AND A NEGATIVE PLEDGE. WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 3rd MAY 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th MAY 2000.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



COMPANIES HOUSE

HC026

*L.C.  
Ramm*