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COMPANIES FORM No. 395

Particulars of a charge

395

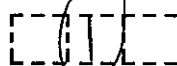
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Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies

For official use Company number



3230337

Name of company

BERKSHIRE HATHAWAY INTERNATIONAL INSURANCE

Limited

Date of creation of the charge

16TH JUNE 1997

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

DEED OF CHARGE OVER CREDIT BALANCES

(SECURITY AGREEMENT)

Amount secured by the mortgage or charge

All monies now due or hereafter to become due or from time to time accruing due from the Company to the Bank upon any account and in any manner whatsoever.

RIDER THIS SECURITY AGREEMENT SHALL TERMINATE AUTOMATICALLY WITH THE
TERMINATION OF THE UNDERLYING CREDIT FACILITY.

Short particulars of all the property mortgaged or charged

The Attached Schedule contains certain covenants by and restrictions on the Chargor which protect and further define the Charge and which must be read as forming part of the Security.

PLEASE SEE OVERLEAF AND CONTINUATION SHEET

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

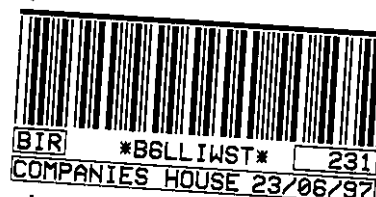
BARCLAYS BANK PLC

54 LOMBARD STREET
LONDON EC3P 3AHPresentor's name, address and
reference (if any): 20 - 00- 00BARCLAYS SECURITIES CENTRE
P.O. BOX 299
BIRMINGHAM
B1 3PF

For official use

Mortgage section

Post room




Time critical reference

Particulars as to commission, allowance or discount

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FOR BARCLAYS BANK PLC

Signed 

Date 20 JUN 1997

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

Designation of position in relation to the company: ^{MANAGER} BARCLAYS SECURITIES CENTRE

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

THE CHARGE CREATES A FIXED CHARGE OVER ALL THE "DEPOSIT(S)" REFERRED TO IN THE SCHEDULE (INCLUDING ALL OR ANY PART OF THE MONEY PAYABLE PURSUANT TO SUCH DEPOSIT(S) AND THE DEBTS REPRESENTED THEREBY), TOGETHER WITH ALL INTEREST FROM TIME TO TIME ACCRUING THEREON. IT ALSO CREATES AN ASSIGNMENT BY THE CHARGOR, FOR THE PURPOSES OF AND TO GIVE EFFECT TO THE SECURITY, OVER THE RIGHT OF THE CHARGOR TO REQUIRE REPAYMENT OF SUCH DEPOSIT(S) AND INTEREST THEREON.

SCHEDULE

DETAILS OF THE CHARGED DEPOSIT(S)

IN THE SECURITY THE EXPRESSION "DEPOSIT(S)" IS DEFINED TO MEAN ALL SUMS OF MONEY IN ANY CURRENCY:

- (A) DEPOSITED OR PAID BY THE CHARGOR WITH OR TO THE BANK OR HELD BY THE BANK ON BEHALF OF THE CHARGOR PURSUANT TO THE DEPOSIT CONTRACT(S), SHORT PARTICULARS OF WHICH ARE GIVEN BELOW; AND
- (B) REPRESENTING THE RENEWAL OR REPLACEMENT OF OR FOR ANY SUMS DEPOSITED OR PAID OR HELD AS SET OUT IN THE FOREGOING PARAGRAPH(S).

DETAILS OF CHARGED DEPOSIT CONTRACT(S)

BARCLAYS BANK PLC RE BERKSHIRE HATHAWAY INTERNATIONAL INSURANCE LTD
BID DEPOSIT DEAL NUMBER 78269077

CONTINUED

PARTICULARS OF A CHARGE (CONTINUED)

NAME OF COMPANY:

COMPANY NUMBER:

BERKSHIRE ^{HATH} ^ AWAY INTERNATIONAL
INSURANCE LIMITED

3230337

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED
CONT.Covenants and Restrictions

The Chargor has agreed, under Clause 3 of the Security, that during the currency of the Security and notwithstanding any term (express or implied) pursuant to which any of the Deposit(s) is or may be deposited with the Bank or paid to it or held by it, such Deposit(s) shall only be repayable upon written request or demand and the Chargor shall not be entitled to make any request or demand upon the Bank for repayment of such Deposit(s) or for payment of interest thereon, unless the Bank shall first have agreed to release the Security insofar as it concerns such Deposit(s), it being understood that the agreement of the Bank in this regard shall not be unreasonably withheld.

The Chargor is prohibited by Clause 6 of the Security from assigning, transferring, charging or otherwise alienating, dealing with or encumbering any or all money or interest subject to the Security or its right, title or interest therein, or agreeing so to do.

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY No. 03230337

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT DEED OF CHARGE OVER CREDIT BALANCES DATED THE 16th JUNE 1997 AND CREATED BY BERKSHIRE HATHAWAY INTERNATIONAL INSURANCE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 23rd JUNE 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th JUNE 1997.

M. Cornelius

M. CORNELIUS

for the Registrar of Companies



C O M P A N I E S H O U S E