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COMPANIES FORM No. 395

Particulars of a mortgage or charge

718725/13

395

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

Name of company

* FAIRFAX ACQUISITIONS LIMITED (the "Company")

Date of creation of the charge

1st March 2006

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

DEBENTURE

Amount secured by the mortgage or charge

All monies, obligations and liabilities due, owing or incurred to Westminster Enterprises Limited (the "Lender") by the Company on or after 1 March 2006 (including but not limited under or pursuant to the Facility Agreement dated 29 April 2005 between the Company and the Lender (the "Facility Agreement") and/or the Debenture) when the same become due for payment or discharge (together the "Secured Obligations").

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

WESTMINSTER ENTERPRISES LIMITED P O Box 148, 3rd Floor, 38 Esplanade, St Helier, Jersey

Postcode JE4 8QL

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

Charles Russell LLP
Buryfields House, Bury Fields,
Guildford, Surrey, GU2 4AZ

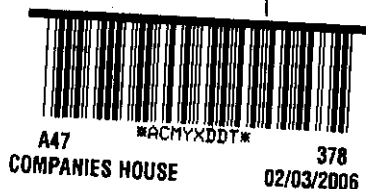
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Time critical reference

For official Use
Mortgage Section

Post room



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1 As a continuing security for the payment and discharge of the Secured Obligations the Company charges with full title guarantee to the Lender:

1.1.1 by way of first legal mortgage, the property (if any) specified in Schedule 1 to the Debenture, together with all liens, charges, options, agreements, rights and interests in or over such property and all building and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same;

1.1.2 by way of first legal mortgage, all freehold and leasehold property wheresoever situate (other than any property specified in Schedule 1 to the Debenture and any heritable property in Scotland) now owned by the Company or in which the Company has an interest, together with all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same;

CONTINUED ON CONTINUATION SHEET 1 (PAGE 4)

Particulars as to commission allowance or discount (note 3)

Signed



Date

1/3/2006

On behalf of [company] ~~XXXXXXXXXXXX~~

A fee of £10 is
payable to
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charge.
(See Note 5)

Notes

† delete as
appropriate

- 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 1
to Form No 395 and 410 (Scot)

Please complete
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Company Number

05322193

Name of Company

FAIRFAX ACQUISITIONS LIMITED (the "Company")

XXXXXX

* 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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- 1.1.3 by way of first fixed charge (to the extent not the subject of a legal mortgage by virtue of clauses 3.1.1 and 3.1.2 of the Debenture (being paragraphs 1.1.1. and 1.1.2)) all present and future freehold and leasehold property wheresoever situate (other than any heritable property in Scotland) now or from time to time hereafter owned by the Company or in which the Company may have an interest, together with all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same;
- 1.1.4 by way of first fixed charge, all plant, machinery and other equipment now owned by the Company or in which the Company has an interest and the benefit of all contracts and warranties relating to the same;
- 1.1.5 by way of first fixed charge, all stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe any of the same) whether marketable or otherwise and all other interests (including but not limited to loan capital) in any person now owned by the Company or in which the Company has an interest, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect thereof;
- 1.1.6 by way of first fixed charge, all book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever now or from time to time hereafter owned by the Company or in which the Company has an interest (whether originally owing to the Company or purchased or otherwise acquired by it) and all things in action which may give rise to any debt, revenue or claim, together with the full benefit of any Encumbrances, Collateral Instruments and any other rights relating thereto (whether as creditor or beneficiary) including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights, but excluding any assets the subject of clause 3.1.7 of the Debenture (being paragraph 1.1.7 below) (collectively, the "**Debts**");
- 1.1.7 by way of first fixed charge, the proceeds of collection of all Debts and any and all amounts from time to time standing to the credit of any bank or other account (including a current account) of the Company;
- 1.1.8 by way of (i) first fixed charge, all moneys from time to time payable to the Company under or pursuant to the Insurances including without limitation the right to the refund of any premiums, (ii) assignment of the rights and benefits of the Company and/or the relevant beneficiaries specified in the Insurances;
- 1.1.9 by way of first fixed charge, the goodwill and uncalled capital of the Company;
- 1.1.10 by way of first fixed charge, all present and future patents, trade marks, service marks and registered designs now or from time to time hereafter owned by the Company or in which the Company may have an interest;

CONTINUED ON CONTINUATION SHEET 2 (PAGE 4)

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Particulars of a mortgage or charge (continued)

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Continuation sheet No 2
to Form No 395 and 410 (Scot)

Please complete
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Company Number

05322193

Name of Company

FAIRFAX ACQUISITIONS LIMITED (the "Company")

XXXXXX

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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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- 1.1.11 by way of first fixed charge, all patents, trade marks and service marks (whether registered or not) and applications for the same, trade names, registered designs, design rights, copyrights, computer programmes, know-how and trade secrets and all other industrial or intangible property or rights and all licences, agreements and ancillary and connected rights relating to, intellectual and intangible property, in each case now or from time to time hereafter owned by the Company, excluding the property specified in clause 1.1.10 of the Debenture (being paragraph 1.1.10 above).
- 1.2 The Company assigns absolutely as a continuing security for the payment and discharge of the Secured Obligations, subject to a proviso for re-assignment on redemption, all of its rights in respect of:-
- 1.2.1 any agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of clause 3.1 and 3.3 of the Debenture (being paragraphs 1.1 above and 1.3 above) and this includes the agreement, (if any) specified in Schedule Three to the Debenture;
- 1.2.2 any letter of credit issued in its favour; and
- 1.2.3 any bill of exchange or other negotiable instrument held by it.
- 1.3 The Company with full title guarantee hereby charges by way of first qualifying floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to clause 3.1 of the Debenture (being paragraph 1.1 above) or otherwise pursuant to the Debenture but including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland (collectively, the **"Floating Charge Assets"**) and the Lender shall be a "qualifying floating charge holder" (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986) and any reference in the Debenture to a floating charge shall be deemed to be a reference to a "qualifying floating charge".
- 1.4 The assets referred to in this paragraph 1 are, collectively, the **"Charged Assets"**.
- 2 **NOTE:** The Company will not without the prior written consent of the Lender:
- 2.1 dispose of, or create or attempt to create or permit to subsist or arise any Encumbrance on or over, the Debts or any part thereof or release, set off or compound or deal with the same otherwise than in accordance with clause 5.1.1 of the Debenture (being paragraph 1.1 above);
- 2.2 create or attempt to create or permit to subsist in favour of any person other than the Lender any Encumbrance (except a lien arising by operation of law in the ordinary course of trading over property other than land) on or affecting the Charged Assets or any part thereof;
- 2.3 dispose of the Charged Assets or any part thereof or attempt or agree so to do except in the case of (i) Floating Charge Assets which may, subject to the other provisions of the Debenture, be disposed of in the ordinary course of business and (ii) disposals expressly permitted by the terms of the Facility Agreement; or
- 2.4 amend, vary or terminate any clauses, provisions or terms of the Insurances.

CONTINUED ON CONTINUATION SHEET 3 (PAGE 4)

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Particulars of a mortgage or charge (continued)

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Continuation sheet No 3
to Form No 395 and 410 (Scot)

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Company Number

05322193

Name of Company

FAIRFAX ACQUISITIONS LIMITED (the "Company")

XXXXXX

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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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3 The Company has undertaken with the Lender that during the continuance of the security created by the Debenture the Company will collect in the ordinary course of business as agent for the Lender in a proper and efficient manner and pay into its account or such other account as the Lender may from time to time specify all moneys which it may receive in respect of the Debts forthwith on receipt, the Company acknowledging that it may not, without the prior written consent of the Lender, withdraw any such moneys from such account or compromise, compound, vary, discharge, postpone or release any of the Debts or waive its right of action in connection therewith or do or omit to do anything which may delay or prejudice the full recovery thereof, other than granting extensions to normal trade credit in accordance with the Company's reasonable and prudent management of its debtors on a normal commercial basis;

4 The following capitalised terms have the following meanings where used in paragraphs 1 to 3 above:

"Collateral Instruments"

means negotiable and non-negotiable instruments, guarantees and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing an Encumbrance;

"Encumbrance"

means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment or other security interest of any kind or any other agreement or arrangement having a similar effect;

"Fixtures"

means, in relation to a property, all fixtures and fittings (including trade fixtures and fittings), fixed plant and machinery and other items attached to that property, whether or not constituting a fixture at law;

"Insurances"

means (i) all present and future contracts or policies of insurance (including life assurance policies) taken out by the Company or in which the Company from time to time has an interest and (ii) the policies of insurance specified in Schedule 2 to the Debenture.

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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

05322193

Name of Company

FAIRFAX ACQUISITIONS LIMITED (the "Company")

Limited*

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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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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05322193

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 1st MARCH 2006 AND CREATED BY FAIRFAX ACQUISITIONS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO WESTMINSTER ENTERPRISES LIMITED 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 2nd MARCH 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th MARCH 2006.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —