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

*insert full name of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge



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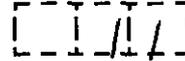
395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies (Address overleaf - Note 6)

For official use

Company number



04482839

Name of company

* Agentpiece Limited (the "Charging Company")

Date of creation of the charge

25 July 2005

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

Agreement and deed of pledge of shares dated 25 July 2005 made between the Charging Company (1) in favour of The Governor and Company of the Bank of Scotland (in its capacity as Security Agent for the Beneficiaries (as defined in the attached Schedule)) (2) (the "Charge")

Amount secured by the mortgage or charge

The Secured Obligations (as defined in the attached Schedule).

References to any Secured Agreement (as defined in the attached Schedule) include references to such Secured Agreement as varied in any manner from time to time, even if changes are made to the composition of the parties to such document or to the nature or amount of any facilities made available under such document.

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

The Governor and Company of the Bank of Scotland (in its capacity as Security Agent for the Beneficiaries (as defined in the attached Schedule)), Level 7, 155 Bishopsgate, London

Postcode EC2M 3YB

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

Lovells
 Atlantic House
 Holborn Viaduct
 London
 EC1A 2FG
 Ref: F3CM/1538976

Time critical reference

For official Use (02/00)
 Mortgage Section

Post room

LD2 COMPANIES HOUSE 0292 08/08/05

Short particulars of all the property mortgaged or charged

See Part III of the attached Schedule.

The attached Schedule refers to covenants by, and restrictions on, the Charging Company which protect and further define the charges created by the Charge and which must be read as part of those charges.

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

Particulars as to commission allowance or discount (note 3)

Not applicable.

Signed

Levellis

Date

8/8/05

Solicitors

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [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 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

SCHEDULE TO FORM 395 FOR AGENTPIECE LIMITED

Part I

Definitions

In this Schedule, references to Clauses and Schedules are to Clauses of, and Schedules to, the Charge unless otherwise specified. References in this Schedule to the Charge or to any other document (including any Secured Agreement) include reference to the Charge, or to such other document, as varied in any manner from time to time. In this Form 395 the following expressions have the following meanings respectively set out below:

"Ancillary Rights" means all ancillary rights, dependent rights and limited rights vested in the Charging Company for the time being in respect of one or more of the Pledged Assets;

"Articles of Association" means the articles of association of the Company as they currently read since their latest amendment on 12 May 1993 and as amended from time to time;

"Beneficiary" means the Finance Parties and **"Beneficiaries"** includes any two or more of them;

"Charge Date" means 25 July 2005;

"Company" means Moriaan Tobacco B.V., a private company with limited liability registered in The Netherlands under number 11016716 with Ministerial B.V. number 265.765;

"DCC" means Dutch Civil Code (*Burgerlijk Wetboek*);

"Finance Parties" means the Senior Finance Parties, the Hedging Banks and the Mezzanine Finance Parties;

"Future Shares" means any shares in the capital of the Company issued after the execution of the Charge, regardless of whether the resolution to issue these shares was adopted prior to execution of the Charge;

"Hedging Banks" means each of the banks, financial institutions, trusts, funds and other entities named in Schedule 2 (if any) of the Intercreditor Deed and any person which becomes a Hedging Bank under clause 5.1 (*Accession of Hedging Banks*) of the Intercreditor Deed;

"Intercreditor Deed" means the intercreditor deed dated 25 July 2005 between The Governor and Company of the Bank of Scotland as Security Agent, Senior Agent and Mezzanine Agent (each term as defined therein) and the Parent and others (as amended, supplemented, novated, re-enacted and/or restated from time to time);

"Mezzanine Finance Parties" means the Mandated Lead Arranger (as defined in the Mezzanine Loan Agreement), the Mezzanine Agent, each of the Mezzanine Creditors and (after the Senior

Discharge Date) the Security Agent (each term as defined in the Intercreditor Deed if not otherwise defined in this Schedule);

"Mezzanine Loan Agreement" means the loan agreement dated on or about 25 July 2005 among, inter alia, the Parent as borrower and The Governor and Company of the Bank of Scotland in various capacities (as amended, supplemented, novated, re-enacted and/or restated from time to time);

"Parallel Debt" has the meaning given to it by Clause 3.2 (*Parallel Debt*) (as described in Part II of this Schedule);

"Parent" means Alphyra Holdings Limited, a limited liability company incorporated in the Republic of Ireland with registered number 364958;

"Parties" means the Company, the Charging Company and the Pledgee;

"Pledged Assets" means all or any part of the Present Shares, the Future Shares, the Related Assets and all other assets, rights, receivables, claims or other property of whatever kind and nature of the Charging Company in which the Pledgee from time to time acquires a security interest under or pursuant to the Charge or, if the context permits, in which the Pledgee is entitled to acquire or should have acquired such security interest;

"Pledgee" means The Governor and Company of the Bank of Scotland acting pro se and in its capacity as Security Agent (as defined in the Intercreditor Deed) for the Beneficiaries. By Clause 3.6 (*The Pledgee*), the Parties acknowledged that, in connection with the creation of the rights of pledge under and pursuant to the Charge, the Pledgee also acted for the benefit of the other Beneficiaries, but in its own name and not as representative of the Beneficiaries or any of them and consequently the Pledgee becomes the sole pledgee under and pursuant to the Charge;

"Present Shares" means forty (40) issued and outstanding shares, numbered 1 up to and including 40, with, by reference to section 2:178c DCC, a rounded nominal value of four hundred and fifty three Euro and seventy-eight Eurocents (EUR 453.78) each, in the share capital of the Company, and registered in the name of the Charging Company (being shares with a value of one thousand Dutch Guilders (NLG 1,000) when originally issued);

"Principal Obligations" means the Secured Debt and all other monetary obligations and all other liabilities at the Charge Date or in the future due, owing or incurred to any Beneficiary by the Charging Company under or pursuant to the Secured Agreements, whether on or after demand, whether actual or contingent, whether solely or jointly with any other person (and whether in the meaning of section 6:16 DCC or any foreign equivalent thereof or not), whether as principal or surety, whether as borrower, as guarantor or otherwise, whether or not the relevant Beneficiary was an original party to the Transaction, whether in respect of principal amounts, interest due, accrued interest, damages or otherwise, including all interest, commission, fees, charges, costs and expenses which each Beneficiary may in the course of its business charge or incur in respect

of the Charging Company in or in connection with the preservation and/or enforcement of any rights of the relevant Beneficiary under the Secured Agreements and so that interest shall be compiled and compounded in accordance with the Secured Agreements (after as well as before any demand or judgment), all of the foregoing other than the Parallel Debt;

"Related Assets" means (i) all dividends and distributions for the time being in respect of the Shares, (ii) all other rights, monies and other assets accruing, distributed, issued or offered at any time in respect of (a) the Shares or (b) the dividends and distributions referred to in (i) above, whether in kind or in cash, by way of redemption, repurchase, dividend, bonus, *agio*, premium, preference, pre-emption, conversion, capitalization of profits or reserves, substitution, exchange, option right or otherwise and (iii) all proceeds of any and all of the foregoing including all '*burgerlijke vruchten*' and other proceeds that constitute assets of the types described above, all of the foregoing whether already declared or not, established or not, approved or not or issued or not;

"Secured Agreements" means the Charge, the Senior Finance Documents, the Hedging Documents and the Mezzanine Finance Documents (each term as defined in the Intercreditor Deed) and any other agreement or document, letter (including any fee letter), deed, notice or certificate entered into or executed and delivered by the Charging Company or any other Obligor (as defined in the Intercreditor Deed) (as and when applicable) pursuant to the terms of or otherwise in connection with the Charge or the other Secured Agreements, under or in connection with which Secured Debt may from time to time be owing, due or incurred;

"Secured Debt" means the Senior Debt, the Hedging Debt and/or the Mezzanine Debt (each term as defined in the Intercreditor Deed);

"Secured Obligations" means (i) all Principal Obligations due by the Charging Company to the Pledgee and (ii) the Parallel Debt;

"Security Documents" means (i) the Charge and (ii) any other document which purports to create a security interest to, directly or indirectly, secure the Principal Obligations and/or the Secured Obligations in part or in whole;

"Senior Facilities Agreement" means the facilities agreement dated on or about 25 July 2005 between, amongst others, the Parent as borrower and The Governor and Company of the Bank of Scotland in various capacities (as amended, supplemented, novated, re-enacted and/or restated from time to time);

"Senior Finance Parties" means the Senior Agent, the Security Agent, the Issuing Bank, the Mandated Lead Arranger, a Lender or an Ancillary Lender (each term as defined in the Intercreditor Deed if not otherwise defined in this Schedule);

"Shares" means the Present Shares and the Future Shares;

"Transaction" means the transactions contemplated by the Secured Agreements; and

"Voting Rights" means the voting and other consensual rights and similar rights or powers attaching to the Shares, the Related Assets, or any part thereof.

PART II

Parallel Debt

1. Without prejudice to the provisions of the Secured Agreements (other than the Charge) and for the purpose of ensuring and preserving the validity and continuity of the security rights granted or to be granted by the Charging Company under and pursuant to the Charge, other Security Documents and other documents purporting to, directly or indirectly, create security to secure Principal Obligations or Secured Obligations, the Charging Company irrevocably and unconditionally undertook that it would pay to the Pledgee amounts equal to, and in the currency of the Principal Obligations, as and when they fall due for payment (such amounts and related liabilities, together the **"Parallel Debt"**).
2. In relation to the Parallel Debt, the Charging Company and the Pledgee acknowledged and agreed that:
 - (a) the Parallel Debt is separate and independent from, and without prejudice to, the corresponding Principal Obligations due, owing or incurred by the Charging Company to any Beneficiary;
 - (b) the Pledgee is entitled to claim the Parallel Debt in its own right, provided that the total amount of the Parallel Debt shall never exceed the total amount of the Principal Obligations;
 - (c) subject to Clause 17.2 (*Continuing and Independent Security*), discharge of the Principal Obligations (whether in whole or in part), other than by virtue of sub-Clause 2.3(d) (as described in paragraph 3(d) below), shall reduce the Parallel Debt to the same extent;
 - (d) subject to Clause 17.2 (*Continuing and Independent Security*), discharge of the Parallel Debt (whether in whole or in part) shall be treated as direct discharge of the Principal Obligations to the same extent, subject, to the greatest extent permitted by the laws of The Netherlands, to any waterfall or allocation clauses which may apply to amounts received by the Pledgee which have to be applied in redemption of Principal Obligations; and
 - (e) if and to the extent it would as a matter of Netherlands law not be possible for the Charging Company to owe the Parallel Debt to the Pledgee with immediate and/or full ongoing effect in respect of certain Principal Obligations to which the Pledgee (i) is at the Charge Date or (ii) in the future may become entitled in any capacity, the Parallel Debt in respect of such Principal Obligations is entered into subject to

the condition precedent that the Pledgee is not or no longer (as applicable) entitled to such Principal Obligations.

PART III

Particulars of Property Mortgaged or Charged

1. By Clause 4.1, the Charging Company pledged to the Pledgee by way of a first right of pledge, free and clear of all encumbrances and attachments, all Present Sharés, which right of pledge was accepted by the Pledgee.
2. By Clause 4.2, the Charging Company pledged, and if and in so far the same cannot yet be pledged on the Charge Date, pledged in advance, to the Pledgee by way of a first priority right of pledge, free and clear of all encumbrances and attachments, all Related Assets pertaining to the Present Shares, which right of pledge was accepted by the Pledgee.
3. By Clause 4.3, the Charging Company pledged, and if and in so far the same cannot yet be pledged on the Charge Date, pledged in advance, to the Pledgee by way of a first right of pledge, free and clear of all encumbrances and attachments, all Future Shares and all Related Assets not already pledged pursuant to any of the previous provisions of Clause 4 (and referred to in the preceding provisions of this Part III), which right of pledge was accepted by the Pledgee.
4. By Clause 4.4, the rights of pledge created under, and pursuant to, the Charge will be created by way of possessory or disclosed pledge, as relevant, and insofar as no possessory or disclosed pledge is not or cannot (yet) be effectively created, the same is created by way of non-possessory or non-disclosed pledge, whereas the Charging Company undertakes to forthwith hand over each Pledged Asset to the Pledgee which is capable of being encumbered with a possessory right of pledge.
5. By Clause 4.5, if any of the Shares or Related Assets are changed, classified or reclassified, subdivided, consolidated or converted through a variation of the Articles of Association, a (statutory) merger or split up or in any other way, the shares or other assets resulting from such event are pledged and shall automatically become subject to the pledge created by the Charge and to the extent required to create such pledge the same are pledged under the Charge as set out in Clauses 4.1, 4.2 and 4.3 (as referred to in paragraphs 1, 2 and 3 above) and such pledge is accepted by the Pledgee.
6. By Clause 4.6, where (i) a disclosed right of pledge or (ii) a possessory right of pledge is envisaged to be created under , or pursuant to, the Charge, the Parties agreed that (i) pending notification to the relevant party a non-disclosed right of pledge, and (ii) pending possession or control by the Pledgee, a non-possessory right of pledge respectively, will

also be created and each covenant, undertaking, obligation and provision of the Charge will be construed accordingly.

7. By Clause 23.2, any pledge of a Pledged Asset under or pursuant to the Charge shall expressly comprise all Ancillary Rights in respect of such Pledged Asset.

PART IV

Covenants and Restrictions

1. By clause 6.3 of the Charge, the Charging Company covenanted that it shall not, without the consent of the Pledgee:
 - (a) (agree to) part with, sell, assign, transfer, pledge or otherwise dispose of or encumber all or any part of the Pledged Assets or any rights or interests in or to the Pledged Assets;
 - (b) cause the Company to issue any shares or grant any right to subscribe to shares to any person or entity other than the Charging Company;
 - (c) exercise the Voting Rights or otherwise take any action to (i) amend the Articles of Association, (ii) dissolve and / or liquidate the Company, (iii) authorise an application for the bankruptcy or moratorium of payments of the Company, (iv) issue any further shares or transfer shares that have been repurchased by the Company, (v) redeem or repurchase any of the Shares, (vi) distribute any share premium reserve or (vii) authorise a legal merger or legal split up of the Company; or
 - (d) co-operate in the issue of depositary receipts in respect of the Shares.
2. By clause 6.4 of the Charge, the Charging Company covenanted that it shall not, without the consent of the Pledgee:
 - (a) issue Future Shares (and if any issuance is permitted, such shares must be validly issued and fully paid when issued);
 - (b) co-operate in the transfer of shares if the Present Shares and any Future Shares which, together, would not then constitute one hundred per cent (100%) of its issued share capital and would not then be validly pledged to the Pledgee, including all Related Assets pertaining thereto; or
 - (c) co-operate in the issue of depositary receipts in respect of the Shares.

FILE COPY



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

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

COMPANY No. 04482839

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN AGREEMENT AND DEED OF PLEDGE OF SHARES DATED THE 25th JULY 2005 AND CREATED BY AGENTPIECE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND (IN ITS CAPACITY AS SECURITY AGENT FOR THE BENEFICIARIES) 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 8th AUGUST 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th AUGUST 2005.

Pmm



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —