

COMPANIES FORM No. 395**Particulars of a mortgage or charge**

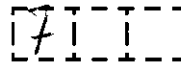
A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



58810

Name of company

* J. R. Crompton Limited (the "Company")

Date of creation of the charge

16 July 2004

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

A supplemental keyman insurance assignment (the "Assignment")

Amount secured by the mortgage or charge

1. All moneys, obligations and liabilities for the time being due, owing or incurred by the Company to the Security Trustee, the Beneficiaries or any of them under or in connection with the Finance Documents or on any other account whatsoever, in each case:

(a) whether incurred actually or contingently and whether alone or jointly with any other person;

(b) whether incurred as primary obligor, as surety or as guarantor;

(c) whether incurred directly to a Beneficiary or the Security Trustee or whether any Beneficiary or the Security Trustee is entitled to claim the payment or discharge thereof solely by reason of an assignment or transfer to it by the person originally entitled; and

/CONTINUED.....

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

HSBC Bank plc (as agent and security trustee) (the "Agent")
Level 24
8 Canada Square, London

Postcode E14 5HQ

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

Addleshaw Goddard
100 Barbirolli Square
Manchester
M2 3AB

ZAROO/15421-265/1038689-1

Time critical reference

For official Use
Mortgage Section



Short particulars of all the property mortgaged or charged

1. With full title guarantee and as a continuing security for the payment and discharge of the Secured Obligations the Company assigns and agrees to assign absolutely to the Agent (as agent and trustee of the Beneficiaries) all its right, title and interest in and to the following policy (the "Policy")

Name of Life Assured	Date of Policy	Sum Assured
Mark Walker	1 July 2004	£500,000
Term of Policy	Assurance Society	Policy Number
5 years	Skandia Life	CI1019577116
	Assurance Company Ltd	

2. The Company covenants that it will not without the prior consent in writing of the Agent:

(a) create or attempt to create or permit to subsist in favour of any person other than the Agent any Security Interests on or affecting the Policy or any part thereof; or

(b) dispose of the Policy or any part thereof or attempt or agree to do so.

/CONTINUED...

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)

NIL

Signed Adheshwar Chadda Date 20 July 2004

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 situated 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

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company Number

58810

Name of Company

J R Crompton Limited (the "Company")

Limited*

* delete if
inappropriate

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

(d) in whatever currency such moneys, obligations and liabilities may be denominated, all costs (including reasonable legal costs legal costs), charges and expenses and any VAT thereon properly incurred by the Security Trustee or any Receiver, in each case on a full indemnity basis, in connection with the perfection of the security constituted by the Debenture and the enforcement, exercise or preservation of any of the rights contained in the Finance Documents (the "**Secured Obligations**").

Please do not
write in this
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

In this form 395 the following definitions apply:

"Beneficiaries" means the Security Trustee and each of the Creditors and "Beneficiary" shall be construed accordingly;

"Borrower" means a Group Company which is or becomes a borrower under the Senior Facilities Agreement;

"Completion Date" means the date the first advance is made under the Senior Facilities Agreement;

"Creditors" means the Senior Creditors and the Mezzanine Creditors (each as defined in the Intercreditor Deed) and "Creditor" shall be construed accordingly;

"Debenture" means a composite guarantee and debenture dated 18 April 2000 and made between Westvan (2001) Limited (formerly Broomco (2104) Limited) to others (1) and HSBC Investment Bank plc (succeeded by HSBC Bank plc) (2);

"Finance Documents" means each of the Senior Finance Documents, the Mezzanine Facility Agreement and any other documents under which, or in connection with which any Secured Obligations arise;

"Finance Parties" means the Arranger, the Agent, the Security Trustee and the Banks (as such terms are defined in the Senior Facilities Agreement);

"Group" means Westvan (2001) Limited (formerly Broomco (2104) Limited) and all of its Subsidiaries and Subsidiary Undertakings and every person in relation to which Westvan (2001) Limited or any of its Subsidiaries is a Parent Company and "member of the Group" or "Group Company" means any one of them;

"Guarantor" means a Group Company which is or becomes a party to the Debenture as a Guarantor being at the Completion Date;

"Hedging Agreement" means the interest rate management agreement or agreements entered into or to be entered between the Hedging Bank and Westvan (2001) Limited (formerly Broomco (2104) Limited) pursuant to or as permitted by the Senior Facilities Agreement and where the context permits or requires, any such agreement entered into subsequently;

"Hedging Bank" means HSBC Bank plc in its capacity as a counterparty under a Hedging Agreement and/or any other bank or financial institution which becomes a party to the Intercreditor Deed as a Hedging Bank pursuant to the Intercreditor Deed;

"Intercreditor Deed" means an intercreditor deed originally dated 18 April 2000 and made between Broomco (2104) Limited and others, HSBC Investment Bank plc as agent, senior agent and arranger, HSBC Investment Bank plc and HSBC plc as senior creditors, HSBC Investment Bank plc as agent for the Mezzanine Creditors and the Investors (as defined therein) as amended and restated on 10 February 2004 and made between Westvan (2001) Limited (formerly Broomco (2104) Limited) (1) Westvan (2001) Limited and others (2) the Agent (3) and the original lenders named therein (4);

"Mezzanine Facility Agreement" means the mezzanine facility agreement between inter alios, HSBC Investment Bank plc and Broomco (2104) Limited as amended and restated on 10 February 2004 and made between inter-alios, HSBC Bank plc and Westvan (2001) Limited (formerly Broomco (2104) Limited);

"Obligor" means Westvan (2001) Limited each other Borrower and each Guarantor;

"Overdraft Bank" means HSBC Bank plc;

"Overdraft Facility Letter" means the letter dated 18 April 2000 from the Overdraft Bank to Broomco (2104) Limited as amended, varied or supplemental from time to time;

"Parent Company" has the meaning given to it in Section 258(1) of the Companies Act

"Relevant Finance Parties" means each Finance Party, the Overdraft Bank and each Hedging Bank and "Relevant Finance Party" shall be construed accordingly;

/CONTINUED....

"Security Documents" means the Debenture and all other documents creating, evidencing or granting a Security Interest in favour of, inter alios, the Relevant Finance Parties (or to any of them) in respect of the obligations of the Obligors under the Senior Finance Documents;

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

"Security Interest" means any mortgage, charge (fixed or floating), pledge, lien, hypothecation, right of set-off, trust, assignment by way of security, reservation of title, or any other security interest whatsoever, howsoever created or arising or any other agreement or arrangement (including without limitation, a sale and repurchase arrangement) having the commercial effect of conferring security and any arrangement to enter into, create or establish any of the foregoing;

"Security Trustee" means HSBC Bank plc (successor to HSBC Investment Bank plc as trustee for the Beneficiaries.

"Senior Facilities Agreement" means a facility agreement originally dated 18 April 2000 made between Broomco (2104) Limited and others (1) HSBC Investment Bank plc (as agent and as arranger) (2) HSBC Investment Bank plc and HSBC Bank plc (as the original banks) (3) and HSBC Investment Bank plc as security trustee (4) as amended and restated on 10 February 2004 and made between Westvan (2001) Limited (formerly Broomco (2104) Limited) (1) Westvan (2001) Limited and others (2) the Agent (3) and the original lenders named therein (4).

"Senior Finance Documents" means the Intercreditor Deed, the Senior Facilities Agreement, the Hedging Agreement, the Overdraft Facilities Letter, and the Security Documents in so far as they relate to the Senior Debt.

"Subsidiary" means

(a) a subsidiary as defined in Section 736 of the Companies Act 1958; and

(b) (for the purposes of the financial covenants contained in the Senior Facilities Agreement and the preparation of Group accounts only) a subsidiary undertaking as defined in Section 21 of the Companies Act 1989)

Please do not
write in this
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00058810

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL KEYMAN INSURANCE ASSIGNMENT DATED THE 16th JULY 2004 AND CREATED BY J.R. CROMPTON LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO HSBC BANK PLC (AS AGENT AND SECURITY TRUSTEE) (THE AGENT), THE BENEFICIARIES OR ANY OF THEM 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 21st JULY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd JULY 2004.

GRH
P



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES