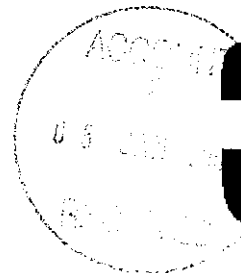


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COMPANIES FORM No. 395 Particulars of a mortgage or charge

AC 00400143



395

Pursuant to section 395 of the Companies Act 1985

CHA 233

To the Registrar of Companies

For official use

Company Number

38 02843890

Name of company

*insert full
name of
company

Limit PLC ("the Company")

Date of creation of the charge

21 DECEMBER 2004

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

Floating Charge (the "Charge") made between the Company and the Society incorporated by Lloyd's Act 1871 by the name of Lloyd's (the "Society")

Amount secured by the mortgage or charge

All amounts whatsoever which the Deed of Indemnity provides are to be paid by the Company to the Society and also all other amounts which the Charge provides are to be paid by the Company to the Society.

Interest on all amounts payable by the Company under the terms of the Charge from the date when payment is due to the date of actual payment which shall be payable at such rate or rates and upon such terms as may from time to time be agreed or, failing agreement, at such rate or rates as may be notified by the Society to the Company being not more than 3% over the base rate from time to time of a London clearing bank selected by the Society and interest shall be computed and compounded according to the usual practice for the time being of the Society and shall be payable as well after as before any demand made, judgment obtained or liquidation or administration of the Company.

(See Continuation Sheet)

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

The Society incorporated by Lloyd's Act 1871 by the name of Lloyd's of One Lime Street,

London (the "Society")

Postcode

EC3M 7HA

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

Legal Services Department
Lloyd's of London
One Lime Street
London EC3M 7HA

ref: SGM/Legal Services Department

For official use
Mortgage Section

Post room



A40
COMPANIES HOUSE

0659
05/01/05

Time critical reference

Short particulars of all the property mortgaged or charged

By way of floating charge, the undertaking of the Company and all its property, assets and rights, whatsoever and wheresoever, both present and future (including all stock in trade and all freehold and leasehold property).

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

B. S. Rao

Date

30.12.04

On behalf of Chargee

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 conditionalfor 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. The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

Companies 395

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COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)
Particulars of a mortgage or charge
(continued)

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

Please complete
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in black type, or
bold block lettering

Company number



~~03283558~~
02843890

Name of company

Limit PLC (the "Company")

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

Amount due or owing on the mortgage or charge (cont.)

All costs (including legal costs), charges and expenses reasonably incurred or sustained by the Society or any person appointed (and any additional person or persons appointed or substituted) receiver by the Society under the Charge or otherwise (the "Receiver") (including, for the avoidance of doubt, any such costs, charges and expenses arising from any act or omission of, or proceedings involving, any third person) in connection with:

- (a) the investigation of title to or any survey, inspection or valuation of the charged property under or in connection with the Charge, and the registration or perfecting of the Charge (or any of the charges therein contained), or any other document entered into between the Company and the Society;
- (b) the exercise or the attempted or purported exercise, or the consideration of the exercise, by or on behalf of the Society or the Receiver of any of the powers of the Society or the Receiver, and the enforcement, preservation or attempted preservation of the Charge or the charged property or any other action taken by or on behalf of the Society with a view to or in connection with the recovery by the Society of the monies and liabilities which the Company has covenanted to pay or discharge pursuant to the Charge and all claims, demands and damages for breach of any such covenant from the Company or any other person; and
- (c) the carrying out or consideration of any other act or matter which the Society or the Receiver may consider to be for the preservation, improvement or benefit of the charged property.

All amounts payable by the Company to the Society or the Receiver pursuant to the indemnity granted by the Company from and against all losses, actions, claims, costs (including legal costs) expenses, demands and liabilities whether in contract, delict, tort, or otherwise sustained or incurred on or after the date of the Charge by the Society or the Receiver or by any person for whose liability, act or omission the Society or the Receiver may be answerable, in connection with anything done or omitted under the Charge or any other document relating thereto, or in the exercise or purported exercise of the powers contained therein, or occasioned by any breach by the Company of any of its covenants or other obligations to the Society, or in consequence of any payment in respect of the monies and liabilities which the Company has covenanted to pay or discharge pursuant to the Charge and all claims, demands and damages for breach of any such covenant (whether made by the Company or a third person) being declared void or impeached for any reason whatsoever. The indemnity does not apply in respect of losses, actions, claims, costs, expenses, demands or liabilities arising from fraud, wilful default or negligence on the part of the Society or any of its officers or employees or the Receiver.

"Deed of Indemnity" means the deed of indemnity dated 21 DECEMBER 2004 and made by the Company in favour of the Society.

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Please complete
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in black type, or
bold block lettering

Names and addresses of the mortgagees or persons entitled to the charge (cont.)

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Please complete
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black type, or bold
block lettering

Short particulars of all the property mortgaged or charged (cont.)

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lettering

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02843890

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FLOATING CHARGE (THE "CHARGE") DATED THE 21st DECEMBER 2004 AND CREATED BY LIMIT PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYD'S 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 5th JANUARY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th JANUARY 2005.

*Ro
Su*



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES