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CHFP025

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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 £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)

Name of company

* GCP NOMINEES LIMITED ("the Borrower")

Date of creation of the charge

11 April 2000

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

DEED OF ASSIGNMENT ("the Deed")

Amount secured by the mortgage or charge

All monies, debts and liabilities from time to time due, owing or
incurred by the Borrower to the Bank on any current or other account
whatsoever pursuant to the Finance Documents in each case:

- (a) whether present or future;
- (b) whether alone or jointly with any other person;
- (c) whether actual or contingent;
- (d) whether as principal or surety;
- (e) in whatsoever name, firm or style;
- (f) in whatsoever currency denominated; or
- (g) otherwise;

continued on continuation sheet 1, page 2

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

CREDIT SUISSE FIRST BOSTON of Five Cabot Square, London E14 4QR ("the
Bank")

Postcode

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

Dibb Lupton Alsop
3 Noble Street
London EC2V 7EE

EM/klh/banking

hugginsk\forms395\gcp-deed

Time critical reference

For official Use
Mortgage Section



A01
COMPANIES HOUSE

AM2U4PM7

0537
13/04/00

RBOS
£10.
066650

395

COMPANIES HOUSE

Company number

3744679

1. ASSIGNMENT

1.1 The Borrower with full title guarantee assigned by way of security all the English Assigned Rights to the Bank.

1.2 The Borrower with absolute warrandice assigned to the Bank by way of security the Scottish Assigned Rights to the Bank.

2. FURTHER ASSURANCE

The Borrower agreed that at any time and from time to time, upon the written request of the Bank, the Borrower will promptly and duly execute and deliver any and all such further instruments and documents and do all such other things as the Bank may deem reasonably necessary or desirable for the purpose of obtaining the full benefit of the Deed and of the powers granted therein.

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Jibb Kington Assoc

Date

12/4/2000

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 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 CF4 3UZ

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Particulars of a mortgage or charge (continued)

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

CHFP025

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Company Number

3744679

Name of Company

GCP NOMINEES LIMITED ("the Borrower")

~~limited~~

* delete if
inappropriate

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

including, without limitation, all liabilities in connection with foreign exchange transactions, accepting, endorsing or discounting notes or bills, under bonds, guarantees, indemnities, documentary or other credits or any instruments from time to time entered into by the Bank for or at the request of the Borrower together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed and all commission, fees, costs (including, without limitation, legal fees) on a full indemnity basis and other charges ("Charged Amounts")

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NOTE

In this form:-

"English Assigned Rights" means all the rights, titles, benefits and interests and whether present or future of the Borrower under the English Guarantee (as more particularly defined in the Deed) together with all claims, causes of action and damages arising in connection therewith and any proceeds of the foregoing;

"Finance Documents" means the deed, the Loan Agreement and the Novation and Amendment Agreement (both as more particularly defined in the Deed);

"Scottish Assigned Rights" means all the rights, titles, benefits and interests and whether present or future of the Borrower under the Scottish Guarantees (as more particularly defined in the Deed) together with all claims, causes of action and damages arising in connection therewith and any proceeds of the foregoing.

Please do not
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03744679

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT DATED THE 11th APRIL 2000 AND CREATED BY GCP NOMINEES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CREDIT SUISSE FIRST BOSTON ON ANY ACCOUNT WHATSOEVER PURSUANT TO THE FINANCE DOCUMENTS (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 13th APRIL 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th APRIL 2000.

A handwritten signature in black ink, appearing to be 'D. F. L.' with a flourish at the end.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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