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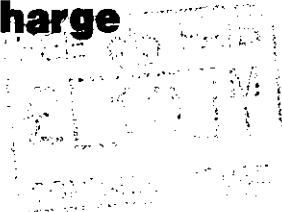
CHA 116

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in black type, or
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*insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge



395

265 75015

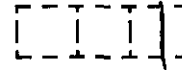
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Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number



3977334

Name of company

* OXOID GROUP HOLDINGS LIMITED ("the Company")

Date of creation of the charge

28 July 2000

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

COMPOSITE GUARANTEE AND DEBENTURE ("the Deed")

Amount secured by the mortgage or charge

All indebtedness, liabilities and obligations which are as at 28 July 2000 or may at any time thereafter be due, owing or incurred under the Banking Documents and the Mezzanine Documents to the Security Beneficiaries by any Group Company whether actually or contingently, whether pursuant to the Guarantee or otherwise, whether solely or jointly with any other person, whether as principal or surety and whether or not the Security Beneficiaries shall have been an original party to the relevant transaction and in whatever currency denominated ("Secured Obligations")

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

THE ROYAL BANK OF SCOTLAND PLC of Waterhouse Square, 138-142 Holborn, London EC1N 2TH ("the Security Trustee")

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

DLA
3 Noble Street
London EC2V 7EE

FR/klh/banking

hugginsk\forms395\oxidgrp

Time critical reference

For official use
Mortgage Section

Post room



1. FIXED AND FLOATING CHARGES

With full title guarantee and as a continuing security for the payment or discharge of all the Secured Obligations and all their other obligations under the Deed:

1.1 the Company charged to the Security Trustee (for the benefit of the Security Beneficiaries) by way of first legal mortgage:

1.1.1 all its freehold and leasehold interest in the properties title to which is registered at HM Land Registry described in part I of the Schedule hereto together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including other trade fixtures and excluding in the case of freehold property and leasehold property which is let or let to a third party, tenant's and trade fixtures and fittings of such third party) and its fixed plant and machinery at any time thereon;

continued on continuation sheet 1, page 4

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Particulars as to commission allowance or discount (note 3)

N/A

Signed

DLA

Date

4/8/00

On behalf of ~~company~~ [mortgagee/chargee] †

† 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.

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Particulars of a mortgage or charge (continued)

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

CHA 116

Please complete
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bold block lettering

Company Number

3977334

Name of Company

OXOID GROUP HOLDINGS LIMITED ("the Company")

~~limited~~*

* delete if
inappropriate

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

NOTE

In this form:-

"Acquisition Documents" means the acquisition agreements in the agreed terms, providing for the sale and purchase of the issued share capital of Target (as more particularly defined in the Facilities Agreement) ("Acquisition") together with all other documents entered into or to be delivered pursuant thereto;

"Bank Accounts" means any and all accounts with the Working Capital Bank (as more particularly defined in the Facilities Agreement) or any other bank or other financial institution including the Collections Account (as defined in clause 10 of the Deed) and any other accounts the Security Trustee and the Company have agreed in writing shall be subject to the fixed charge created by clause 4.2.10 of the Deed;

"Banking Documents" means the Facilities Agreement, the Working Capital Facility Letter, the Security Documents, the Hedging Documents, the Intercreditor Agreement (all as more particularly defined in the Facilities Agreement) and any documents supplemental thereto or issued pursuant thereto;

"Charged Property" means the property referred to in clause 4 of the Deed and all other property of whatsoever nature from time to time charged by or pursuant to the Deed;

"Charging Companies" means Oxoid Group Holdings Limited (CRN: 3977334), Oxoid 2000 Limited (CRN: 3977331), Oxoid Holdings Limited (CRN: 3291574), Oxoid Limited (CRN: 3291857), Oxoid International Limited (CRN: 3292597) and "Charging Company" means any of them;

"Encumbrance" includes any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, or any other security agreement or security arrangement (excluding retention of title clauses) whether relating to existing or future assets;

"Event of Default" means any of the events specified in clause 26.1 (Default) of the Facilities Agreement;

"Facilities Agreement" means the facilities agreement dated 18 July 2000 between (1) Oxoid Group Holdings Limited, (2) Oxoid 2000 Limited, Oxoid Holdings Limited, Oxoid International Limited and Oxoid Limited and (3)-(6) The Royal Bank of Scotland plc in its capacities as Agent, Security Trustee, the Bank, the Working Capital Bank and the Hedging Counterparty as amended, varied, supplemented, re-stated, novated in any manner from time to time;

"Group" means Oxoid Group Holdings Limited and its Subsidiaries (as more particularly defined in the Facilities Agreement) from time to time and "Group Company" means any of them and "Group Companies" means all of them;

"Guarantee" means the Guarantee contained in clause 2 of the Deed as extended by schedule 3 to the Deed;

"Intellectual Property" means copyrights, patents and registered and unregistered designs (including applications and rights to apply therefor), inventions, trademarks and service marks whether registered or not (including all registrations thereof and applications and rights to apply therefor), confidential information and know-how and fees, royalties and other rights of every kind deriving from copyright, patents or inventions or other intellectual property throughout the World as at 28 July 2000 or at any time thereafter belonging to or created by or assigned to the Company;

continued on continuation sheet 1, page 2

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

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1.1.2 all other freehold and leasehold interests in the properties vested in it as at 28 July 2000 but title to which is not registered at HM Land Registry described in part II of the Schedule hereto together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including other trade fixtures and excluding in the case of freehold property and leasehold property which is let or let to a third party, tenant's and trade fixtures and fittings of such third party) and its fixed plant and machinery at any time thereon;

1.2 the Company charged to the Security Trustee (for the benefit of the Security Beneficiaries) by way of first fixed charge:

1.2.1 all present and future freehold and leasehold property of the Company not otherwise charged by way of legal charge pursuant to clauses 4.1.1 or 4.1.2 of the Deed together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including trade fixtures and excluding in the case of freehold property and leasehold property which is let or let to a third party, tenant's and trade fixtures and fittings of such third party) and its fixed plant and machinery at any time thereon;

1.2.2 all estates and interests not hereinbefore effectively charged as at 28 July 2000 or thereafter belonging to the Company in or over land wheresoever situate or the proceeds of sale of land and all licences as at 28 July 2000 or thereafter held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become a party or otherwise entitled and all trade and tenants' fixtures, plant and machinery owned by the Company as at 28 July 2000 or thereafter annexed to all freehold and leasehold property its estate or interest in which stands charged under the Deed;

1.2.3 all stocks, shares (including but not limited to shares in any subsidiary), debentures, loan capital, right to subscribe for, convert other securities into or otherwise acquire any stocks, shares, debentures or loan capital of any other body corporate as at 28 July 2000 or at any time thereafter belonging to the Company, together with all dividends (unless such dividends are or are to be paid in satisfaction of any of the Secured Obligations), interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;

1.2.4 the goodwill of the Company and its uncalled capital as at 28 July 2000 or at any time thereafter in existence and future calls (whether made by the directors of the Company or by a Receiver or a liquidator);

1.2.5 all Intellectual Property;

1.2.6 all plant, vehicles and machinery as at 28 July 2000 or at any time thereafter belonging to the Company (excluding however plant and machinery for the time being forming part of its stock in trade or work in progress);

1.2.7 all chattels as at 28 July 2000 or at any time thereafter hired, leased or rented by the Company to any other person together in each case subject to and with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract;

1.2.8 all Receivables;

continued on continuation sheet 2, page 4

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**Particulars of a mortgage or charge
(continued)**

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

CHA 116

Please complete
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Company Number

3977334

Name of Company

OXOID GROUP HOLDINGS LIMITED ("the Company")

~~limited~~*

* delete if
inappropriate

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

"Mezzanine Documents" has the meaning given to it in the Mezzanine Loan Agreement;

"Mezzanine Loan Agreement" means the agreement dated 28 July 2000 between (1) Oxoid Group Holdings Limited, (2) Oxoid 2000 Limited and (3)-(4) the Mezzanine Lenders (as more particularly defined in the Mezzanine Loan Agreement) pursuant to which the Mezzanine Facility (as more particularly defined in the Mezzanine Loan Agreement) is made available to Oxoid 2000 Limited;

"Non Charging Subsidiaries Shares" means the issued shares in the capital of the companies named in schedule 4 of the Deed;

"Permitted Encumbrance" means:

- (a) a lien or right of set-off arising in the ordinary course of business solely by operation of law (or by contractual provisions having a substantially similar effect);
- (b) Encumbrances arising by operation of law with respect to Taxes (as more particularly defined in the Deed);
- (c) Encumbrances over goods and documents of title to goods arising in the ordinary course of letter of credit and other documentary credit transactions entered into in the ordinary course of trading;
- (d) an Encumbrance which the Agent (acting on the instructions of the Majority Banks) (both as more particularly defined in the Facilities Agreement) has at any time in writing agreed shall be a Permitted Encumbrance;
- (e) an Encumbrance arising under the Banking Documents;
- (f) an Encumbrance over any asset arising in the ordinary course of business as a result of a title-retention provision in the contract relating to the acquisition of that asset;
- (g) any Encumbrance arising by virtue of netting arrangements relating to balances on bank accounts which are permitted by the Facilities Agreement;
- (h) any Encumbrance arising by virtue of a finance lease or hire purchase agreement;
- (i) the Encumbrances listed in schedule 6 (Existing Encumbrances at Completion) of the Facilities Agreement;

"Receivables" means all present and future book debts, rentals, royalties, fees, amounts receivable under the Hedging Documents (as more particularly defined in the Facilities Agreement), VAT and all other amounts recoverable or receivable by the Company from other persons due or owing to the Company and the benefit of all rights relating thereto including, without limitation, negotiable instruments, legal and equitable charges, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights;

"Receiver" means any receiver or receiver and manager or administrative receiver appointed by the Security Trustee under or by virtue of the Deed whether alone or jointly with any other person and includes any substitute for any of them appointed from time to time;

"Related Rights" means, in relation to the Non Charging Subsidiaries (as more particularly defined in the Deed), all dividends and interest paid or payable in relation thereto and all stocks, shares, securities (and the dividends or interest thereon), rights, monies or property accruing or offered at any time in relation to such shares or other securities by way of redemption, substitution, exchange, bonus or preference, pursuant to option rights or otherwise in respect of any of the Non Charging Subsidiaries Shares or in substitution or exchange for any of the Non Charging Subsidiaries Shares;

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

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1.2.9 the benefit of all contracts licences consents and authorisations (statutory or otherwise) ("Contracts") held in connection with its business or the use of any Charged Property specified in any other paragraph of clause 4 of the Deed and the right to recover and receive all compensation which may be payable to it in respect of them;

1.2.10 all monies as at 28 July 2000 or at any time thereafter standing to the credit of any Bank Accounts opened or maintained by the Company together with all rights relating thereto (including the right to interest); and

1.2.11 the benefit of all representations, undertakings, warranties and indemnities granted in favour of the Company under or pursuant to the Acquisition Documents and the right to recover and receive all damages and/or compensation which may be payable to it in respect of them.

1.3 The Company charged to the Security Trustee (for the benefit of the Security Beneficiaries) by way of first floating charge all its undertaking and all its property and assets whatsoever and wheresoever situated both present and future, including (without prejudice to the generality of the foregoing) (i) heritable property and all other property and assets in Scotland and (ii) the proceeds of the collection of any Receivables, but excluding any property or assets from time to time or for the time being effectively charged by way of fixed charge under or pursuant to the Deed.

1.4 In pursuance of clause 4.2.11 of the Deed the Company assigned to the Security Trustee, to the extent such may be assigned, the benefit of all representations, undertakings, warranties and indemnities granted in favour of the Company under or pursuant to the Acquisition Documents and the right to recover and receive all damages and /or compensation which may be payable to it in respect thereof and the the Company shall, upon the request of the Security Trustee, forthwith serve written notice upon the Vendor of such assignment.

1.5 The security from time to time constituted by or pursuant to the Deed shall:

1.5.1 be in addition to and shall be independent of every bill, note, guarantee, mortgage or other security which the Security Beneficiaries may at any time hold for any of the Secured Obligations and it was declared that no prior security held by the Security Trustee and/or the Security Beneficiaries over the Charged Property or any part thereof shall merge into the security created by or pursuant to the Deed; and

1.5.2 remain in full force and effect as a continuing security until the earlier of (i) the Security Trustee having certified in writing that the Secured Obligations have been discharged in full and (ii) the security constituted by the Deed having been released.

2. CHARGES ON NON CHARGING SUBSIDIARIES SHARES BY UK SUBSIDIARIES

2.1 The Company, as sole beneficial owner hereby as continuing security for the payment, discharge and performance of all the Secured Obligations (to the extent possible under the laws of the relevant jurisdiction):

2.1.1 mortgaged and charged and agreed to mortgage and charge to the Security Trustee all Non Charging Subsidiaries Shares held as at 28 July 2000 or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage or charge; and

continued on continuation sheet 3, page 4

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**Particulars of a mortgage or charge
(continued)**

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

CHA 116

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Company Number

3977334

Name of Company

OXOID GROUP HOLDINGS LIMITED ("the Company")

~~limited~~*

* delete if
inappropriate

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

"Security Beneficiaries" means the Agent, the Banks, the Working Capital Bank and (provided the Hedging Counterparty is The Royal Bank of Scotland plc) the Hedging Counterparty, the Mezzanine Agent and the Mezzanine Lenders (all as more particularly defined in the Facilities Agreement) and "Security Beneficiary" means any of them;

"Vendor" means Coal Pension Venture Nominees Limited and the others set out in the Acquisition Agreements (as more particularly defined in the Facilities Agreement).

SCHEDULE

Part I
Details of Registered Land
NONE

Part II
Details of Unregistered Land

Lease of Unit 11, Wade Road, Kingsland Industrial Estate, Basingstoke, Hampshire pursuant to an agreement dated 4 November 1974 made between Stan-Bilt Limited (1) Oxoid Limited (2) and Brooke Bond Leibig Limited (3)

Lease of Unit 3, Bilton Road, Kingsland Industrial Estate, Basingstoke, Hampshire pursuant to an agreement dated 20 October 1981 made between The Standard Life Assurance Company (1) and Thames Side Properties Limited (2)

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

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2.1.2 mortgaged and charged and agreed to mortgage and charge to the Security Trustee all the Related Rights accruing to all or any of the Non Charging Subsidiaries Shares held as at 28 July 2000 or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage or charge; and

2.1.3 undertook to comply with its obligations under clause 5.2 of the Deed.

2.2 Save with the prior written consent of the Security Trustee where counsel in the relevant jurisdiction has advised that the following is not necessary to create a valid and enforceable security interest, the Company shall by way of security for the Secured Obligations:

2.2.1 as soon as practicable after 28 July 2000 deposit by way of security with the Security Trustee all bearer instruments and certificates or other documents evidencing an entitlement to the Non Charging Subsidiaries Shares and share transfer forms in blank in respect of those Shares as are in certificated form and the Security Trustee will hold the same by way of security on the terms set out in the Deed;

2.2.2 as soon as practicable after 28 July 2000 on receipt of any certificate or other document evidencing any entitlement to any further or other Non Charging Subsidiaries Shares deposit it with the Security Trustee together with such share transfer forms in blank which the Security Trustee will hold by way of security on the terms set out in the Deed.

2.3 The Company authorised the Security Trustee upon the occurrence of an Event of Default which is continuing unremedied and unwaived:

2.3.1 to arrange for any of the Non Charging Subsidiaries Shares which are in registered form to be registered in the name of the Security Trustee or a nominee of the Security Trustee (if required by the Security Trustee to perfect the Security Trustee's security); and

2.3.2 (following exercise of its powers of realisation) to transfer or cause any of the Non Charging Subsidiaries Shares to be transferred to and registered in the name of any purchaser or transferee.

2.4 The Company shall from time to time on the request of the Security Trustee execute and sign all transfers, powers of attorney and other documents and give such instructions and directions as the Security Trustee may reasonably require for perfecting its title to any of the Non Charging Subsidiaries Shares or upon the occurrence of an Event of Default which is continuing unremedied and unwaived for vesting the same in itself in order to perfect the security constituted hereby or its nominee or, in the exercise of its powers or realisation, in any purchaser or transferee.

2.5 Unless and until the security constituted by the Deed becomes enforceable and, while it remains so, the Company shall be entitled:

2.5.1 to receive all dividends, interest and income from the Non Charging Subsidiaries Shares; and

2.5.2 to exercise all the voting rights and other rights and powers attached or incidental to the Non Charging Subsidiaries Shares, PROVIDED HOWEVER that the Company shall not, without the previous consent in writing of the Security Trustee, exercise the voting rights attached to any of the relevant Non Charging Subsidiaries Shares in favour of resolutions having any of the following effects, namely:

continued on continuation sheet 4, page 4

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 4
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

3977334

Name of Company

OXOID GROUP HOLDINGS LIMITED ("the Company")

~~limited~~*

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

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

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2.5.2.1 any change in the terms of the Non Charging Subsidiaries Shares concerned; or

2.5.2.2 any other matter which, in the opinion of the Security Trustee, would be contrary to the provisions of the Banking Documents.

2.6 Any time after the security constituted by the Deed becomes enforceable, and while it remains so, and without any further consent or authority on the part of the Charging Companies, the Security Trustee may exercise at its discretion (in the name of the Charging Companies or otherwise) in respect of any of the Non Charging Subsidiaries Shares any voting rights and any powers or rights which may be exercised by the person or persons in whose name or names the Non Charging Subsidiaries Shares are registered or who is the holder or bearer of them including (but without limitation) all the powers given to trustees by section 10(3) and (4) of the Trustee Act 1925 (as amended by section 9 of the Trustee Investment Act 1961) in respect of securities or property subject to a trust.

3. CRYSTALLISATION OF FLOATING CHARGE

3.1 The Security Trustee may by notice in writing to the Company convert the floating charge created pursuant to clause 4.3 of the Deed into a fixed charge as regards all or any of the Company's assets charged under clause 4.3 of the Deed and specified in the notice if:

3.1.1 an Event of Default occurs which remains unremedied and unwaived; or

3.1.2 the Security Trustee reasonably considers those assets to be in danger of being seized, or sold under any form of distress, attachment, execution or other legal process.

3.2 The floating charge created by the Company under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge in relation to the assets of the Company:

3.2.1 on the convening of any meeting of the members of the Company to consider a resolution to wind up the Company; or

3.2.2 on the presentation of a petition (other than a petition determined by the Security Trustee to be frivolous or vexatious) to wind up the Company which is not discharged within 14 days; or

3.2.3 on the appointment of an administrator to the Company; or

3.2.4 if the Company fails to comply with its obligations under clause 7.1 of the Deed

PROVIDED ALWAYS that in such circumstances the floating charge shall be converted into a fixed charge in respect only of the assets of the Company which have been encumbered or that have been otherwise sold, discounted, factored, transferred, leased, lent or otherwise disposed of.

3.3 Service by the Security Trustee of a notice pursuant to clause 6.1 of the Deed above in relation to any class of assets of the Company shall not be construed as a waiver or abandonment of the Security Trustee's rights to serve similar notices in respect of any other class of assets or of any other of the rights of the Security Trustee and/or the Security Beneficiaries under the Deed.

continued on continuation sheet 5, page 4

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 5
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

3977334

Name of Company

OXOID GROUP HOLDINGS LIMITED ("the Company")

~~limited~~*

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

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

Please complete
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4. NEGATIVE PLEDGE AND FURTHER SECURITY

4.1 The Company covenanted with the Security Trustee (for the benefit of the Security Beneficiaries) that during the continuance of the security it shall not without the consent in writing of the Security Trustee:

4.1.1 create, extend or permit to subsist any Encumbrance (other than a Permitted Encumbrance) upon any of the Charged Property to secure any liability, actual or contingent;

4.1.2 save as permitted or required under the Deed or under the Facilities Agreement, sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or, save in the normal course of trading, any part of the Charged Property.

4.2 Without prejudice to the generality of the covenant for further assurance deemed to be included in the Deed by virtue of section 2 of the Law of Property (Miscellaneous Provisions) Act 1994, the Company shall from time to time whensoever requested by the Security Trustee and at the Company's cost, execute in favour of the Security Trustee, or as the Security Trustee may reasonably direct, such further or other legal assignments, transfers, mortgages, legal or other charges or securities as in each case it may be lawful for the Company to execute and are not inconsistent with the provisions of the Deed, the Facilities Agreement or the Mezzanine Loan Agreement and the Security Trustee shall reasonably stipulate over the Charged Property for the purpose of more effectively providing the security stipulated in the Deed for the payment or discharge of the Secured Obligations. Without prejudice to the generality of the foregoing, such assignments, transfers, mortgages, legal or other charges or securities shall be in such form as the Security Trustee may reasonably require and may contain provisions such as are contained in the Deed and provisions to the like effect to the extent it is legally able to do so and/or such other provisions of whatsoever kind as the Security Trustee shall reasonably consider requisite for the perfection of the security constituted by or pursuant to the Deed.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03977334

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT COMPOSITE GUARANTEE AND DEBENTURE DATED THE 28th JULY 2000 AND CREATED BY OXOID GROUP HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OF THE OTHER COMPANIES NAMED THEREIN TO THE ROYAL BANK OF SCOTLAND PLC (THE SECURITY TRUSTEE) ON ANY ACCOUNT WHATSOEVER [UNDER THE BANKING DOCUMENTS AND THE MEZZANINE DOCUMENTS WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 8th AUGUST 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th AUGUST 2000.

Handwritten signature/initials



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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