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**CHFP131****COMPANIES FORM No. 395**  
**Particulars of a mortgage or charge**

# 395

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

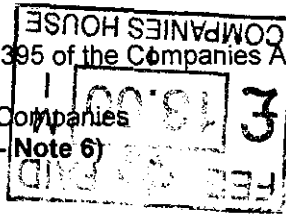
Pursuant to section 395 of the Companies Act 1985

093411/13

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

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

For official use Company number



4

4882988

Name of company

Burford Beta Holdings Limited (the "Chargor")

Date of creation of the charge

29 June 2006

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

Share charge (the "Deed")

Amount secured by the mortgage or charge

All monies, obligations and liabilities which shall from time to time (and whether on or at any time after any demand or judgment) be due, owing or incurred from the Borrower to the Finance Parties under the Finance Documents whether actually or contingently and whether solely or jointly with any other person and in whatever style or name and whether as principal or surety (the "Liabilities").

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

Nationwide Building Society (the "Security Trustee")  
Kings Park Road  
Moulton Park  
Northampton

Postcode NN3 6NW

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

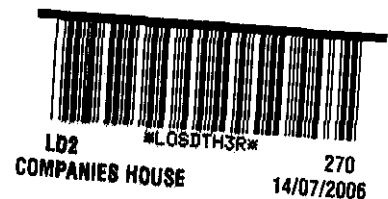
Berwin Leighton Paisner LLP  
Adelaide House  
London Bridge  
London, EC4R 9HA  
DX 92 London  
Tel: 020 7760 1000  
AJF/N0325.11

5271812.2

Time critical reference

For official Use  
Mortgage Section

Post room



By way of fixed charge, the Investments including all rights of enforcement of the same.

**Notes**

1. The Deed provides that the Chargor shall execute and do at its own cost and in such form as reasonably required by the Security Trustee:
  - (a) such further additional mortgages, charges, assignments, transfers and conveyances; and
  - (b) such assurances, deeds, documents, acts and things,as the Security Trustee may reasonably require to perfect or protect the security created by the Deed and/or to facilitate or effect any dealing with the Charged Assets in connection with the Deed.
3. The Deed provides that following a Default (as defined in the Facility Agreement) which is continuing, the Security Trustee may (without notice to or consent from the Chargor and in the Chargor's name or otherwise) exercise any rights (including the right to collect dividends, interest, principal or other payments of money) in respect of the Investments and may do anything necessary to complete any transfer form in favour of

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)

A fee is payable to Companies House in respect of each register entry for a mortgage or charge.  
(see Note 5)

Signed

*Benleighon Paswell*

Date

*13/1/06*

On behalf of [company] [mortgagee/chargee]<sup>□</sup>

<sup>□</sup>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 £10 (£13 for forms delivered on or after 1 February 2005) is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Order are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ.

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## 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

4882988

Name of Company

Burford Beta Holdings Limited

Limited\*

\* delete if  
inappropriate

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

Amount due or owing on the mortgage or charge (continued)

Please do not write  
in this binding  
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Please complete  
legibly, preferably  
in black type, or  
bold black  
lettering

Please do not write  
in this binding  
margin

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

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

itself or otherwise.

3. The Deed provides that the Chargor shall not create or permit to subsist any Security Interest over any of the Charged Assets.
4. The Deed provides that the Chargor shall not sell, lease, transfer or otherwise dispose of any Charged Asset.
5. The Deed contains or incorporates the following definitions:

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

<i>Agent</i>	means Nationwide Building Society as agent for the Finance Parties
<i>Arranger</i>	means Nationwide Building Society as security trustee for the Finance Parties
<i>Borrower</i>	means Burford Alpha Limited (registered in England and Wales with number 4883231) whose registered office is at 20 Thayer Street, London W1U 2DD;
<i>Charged Assets</i>	means each and all of the assets, property, undertaking and other interests from time to time assigned or charged or intended to be assigned or charged by the Deed and the subject matter of each of them;
<i>Chargor</i>	means Burford Beta Holdings Limited including its successors in title, permitted assigns and permitted transferees;
<i>Facility Agreement</i>	means a facility agreement 28 June 2006 and made between, among others, the Borrower (1) the Chargor (2) and the Security Trustee (3) and any letter, agreement, charge, deed or other instrument entered into under or supplemental to it;
<i>Finance Documents</i>	(as defined in the Facility Agreement) means each of the Facility Agreement, each Security Document, the Subordination Agreement, the Fees Letter, the Hedging Arrangement, any Duty of Care Agreement, the Utilisation Request, each Transfer Certificate, any Fixed Rate Letter (all as defined in the Facility Agreement) and any other document so designated in writing by both the relevant Borrower Party and the Agent;
<i>Finance Parties</i>	(as defined in the Facility agreement) means each of the Arranger, the Agent, the Security Trustee, the Hedging Counterparty and the Lenders and the Finance Parties means all of these parties;
<i>Hedging Arrangement</i>	(as defined in the Facility Agreement) means any currency swap or interest rate hedging arrangement (including without limitation a Fixed Rate) in relation to currency fluctuations or interest payments under this agreement;
<i>Hedging Counterparty</i>	(as defined in the Facility agreement) means the party other than the Borrower to a Hedging Arrangement identified by the Agent as the "Hedging Counterparty";
<i>Investments</i>	means the existing or future interest of the relevant person in the entire issued share capital of the Borrower including any income, offer, right or benefit in respect of any such investment;
<i>Lender</i>	means (a) Nationwide Building Society (as Original Lender); and (b) any person which has become a Party in accordance with clause 26 of the Facility Agreement ( <i>Changes to the Finance Parties</i> ), which, in each case, has not ceased to be a Party in accordance with the terms of the Facility Agreement;
<i>Security Interest</i>	(as defined in the Facility agreement) means any mortgage, pledge, lien, charge, security assignment, hypothecation, security trust, encumbrance or security interest and any other agreement or arrangement entered into to create or confer security over any asset; and
<i>Security Trustee</i>	means Nationwide Building Society including its successors in title, permitted assigns and permitted transferees.

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## Particulars of a mortgage or charge (continued)

Please do not write  
in this binding  
margin

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

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

Company Number

4882988

Name of Company

Burford Beta Holdings

Limited\*

\* delete if  
inappropriate

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

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04882988

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SHARE CHARGE DATED THE 29th JUNE 2006 AND CREATED BY BURFORD BETA HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE BORROWER TO THE FINANCE PARTIES ON ANY ACCOUNT WHATSOEVER 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 14th JULY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th JULY 2006.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES