

CHFP025

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

* insert full name
of Company

4606

* SK Realisation Limited (the "Company")

Date of creation of the charge

6 August 1999

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

Deed of Charge and Amendment to the Debenture dated 6 August 1999 made between the Company, Midland Bank plc as Security Trustee (the "Security Trustee") and GEI International Plc (the "Parent") (the "Deed").

Amount secured by the mortgage or charge

The Company covenants to pay and discharge the monies and liabilities to the Parent on demand of the Parent.

In the Deed, unless the context so otherwise requires, the words "monies and liabilities" means all monies and liabilities which now are or shall at any time thereafter be due owing or incurred by the Company to the Parent whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety or in any way whatsoever.

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

GEI International Plc
Aspley Hill
Woburn Sands
Bedfordshire

Postcode MK17 8NW

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

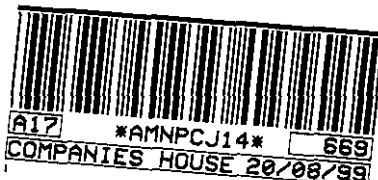
Eversheds
Senator House
85 Queen Victoria Street
London
EC4V 4JL

REP/HJW

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

The Company with full title guarantee and as security for the payment and discharge of the monies and liabilities charges in favour of the Parent by way of floating charge (subject only to any incumbrances registered at the Companies Registry prior to 20th May 1999 insofar as the same are still subsisting and the charges created by the Debenture) all the undertaking of the Company and all its property whatsoever and wheresoever both present and future.

The provisions of the Debenture insofar as they are applicable to floating charges shall apply mutatis mutandis to the security in favour of the Parent created by this Deed as they apply to the floating charge in favour of the Security Trustee created by the Debenture (as amended by a Deed of Charge and Amendment to the Debenture).

For the purposes of this Form 395 the following terms have the following meanings:

"Debenture" means a debenture dated 27th May 1999 made between the Company and the Security Trustee, which was registered at the Companies Registry on 9th June 1999.

(Please see continuation sheet no. 1)

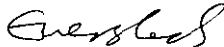
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Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

N/A

Signed



Date

19/8/99

On behalf of [company] [mortgagee/chargee] † the Parent

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

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Please do not
write in this
binding margin

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

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

CHFP025

Please complete
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bold block lettering

Company Number

4606

Name of Company

SK Realisation Limited (the "Company")

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 margin

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

Please do not
write in this
binding margin

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

**Please complete
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bold block lettering**

The provisions of the Debenture include a covenant by the Company not except with the prior written consent of the Security Trustee:

(a) to create or purport to create or permit to subsist over all or any of the charged property any mortgage, charge, lien, pledge or other security other than the Debenture and the encumbrances (if any) referred to in the Second Schedule thereto;

(b) to release, exchange, compound, set-off, grant time or indulgence in respect of or in any other manner deal with all or any of the debts save as thereafter expressly provided; or

(c) part with, sell or dispose of all or (except in the ordinary course of the Company's business and for the purpose of carrying on the same) any of the charged property for the time being charged only by way of floating charge thereunder.

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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. 00004606

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF CHARGE AND AMENDMENT TO THE DEBENTURE DATED 6 AUGUST 1999 MADE BETWEEN THE COMPANY, MIDLAND BANK PLC AS SECURITY TRUSTEE AND GEI INTERNATIONAL PLC (THE "PARENT") DATED THE 6th AUGUST 1999 AND CREATED BY SK REALISATION LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO GEI INTERNATIONAL PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 20th AUGUST 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th AUGUST 1999.

P
JK



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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

HC026B