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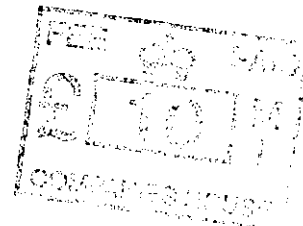
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legibly, preferably
in black type or
bold block
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COMPANIES FORM NO. 395

Particulars of a mortgage or charge
Pursuant to section 395 of the Companies Act 1985

RBS/770/012815
395



To the Registrar of Companies

For Official Use

Company Number

13

1194903

Name of company

*Insert full name of
company

T.W.R. Group Limited (the "Company")

Date of creation of the charge

14 December 2001

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

Debenture containing fixed and floating charges (the "Debenture")

Amount secured by the mortgage or charge

All or any monies and liabilities which will for the time being (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to **BoS** by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not **BoS** shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which **BoS** may in the course of its business charge or incur in respect of any of those matters, or for keeping the Company's accounts, and so that interest shall be computed and compounded according to the usual rates and practice of **BoS**, as well after as before any demand made or decree obtained under the Debenture

(the "Secured Obligations")

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

The Governor and Company of the Bank of Scotland West End London, Business Centre, St James's Gate, 14-16 Cockspur Street, London SW1Y 5BL ("**BoS**")

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

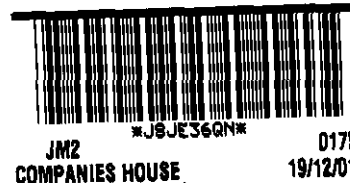
DLA
101 Barbirolli Square
Manchester
M2 3DL

Ref: RSW/MC/40708/195/Group

Time critical reference

For Official Use
Mortgage section

Post Room



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All the undertaking, property and assets of the Company whatsoever and wheresoever, present and future, as specified in the attached Schedule, which also contains covenants by and restrictions on the Company which protect and further define the charges and must be read as one with the charges.

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

DLA

Date 18 December 2001

For BoS

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, e.g. "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. The address of the Registrar of Companies is:

Companies House, Crown Way, Cardiff CF4 3UZ

Particulars of a mortgage or charge

Name of Company TWR Group Limited

Number of Company 1194903

SCHEDULE OF CHARGES, COVENANTS AND RESTRICTIONS

contained in a Debenture in favour of BoS dated 14 December 2001

Charges

- 1 by way of legal mortgage all the freehold and leasehold property of the Company now vested in it whether or not the title to the property is registered at H.M. Land Registry together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
- 2 by way of fixed charge all future freehold and leasehold property belonging to the Company together with all buildings and fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
- 3 by way of fixed charge all present and future interests of the Company in or over land or the proceed of sale of land and all present and future licences of 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 party or otherwise entitled and all fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property charged under the Debenture;
- 4 by way of fixed charge all the goodwill and uncalled capital for the time being of the Company;
- 5 by way of fixed charge all present and future stocks shares and other securities owned (at law or in equity) by the Company and all rights and interests of the Company accruing or offered at any time in relation to them, all rights and interests in and claims under all policies of insurance and assurance held or to be held by or insuring to the benefit of the Company and the benefit of all rights and claims to which the Company is now or may be entitled under any contracts;
- 6 by way of fixed charge all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;
- 7 by way of fixed charge all present and future book and other debts and monetary claims of the Company whether payable now or in the future and the benefit of all present and future rights and claims of the Company against third parties relating to them and capable of being satisfied by the payment of money (save as described in paragraph 5 above);
- 8 by way of fixed charge all rights title, interest and benefit in and to the Collections Account, all monies standing to the credit of the Collections Account, all monies standing to the credit of the Collections Account, all interest accrued on monies standing to the credit of the Collections Account and all rights of the Company to repayment of any of the foregoing;
- 9 by way of fixed charge all present and future plant and machinery and all other present and future chattels not otherwise charged by way of a fixed charge mentioned in any of paragraphs 1 to 10 inclusive (but excluding any chattels for the time being forming part of the Company's stock in trade or work in progress);
- 10 by way of fixed charge all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest);
- 11 to the extent not effectively assigned under clause 3.1.4 of the Debenture, by way of fixed charge, all Receivables;
- 11 by way of floating charge all the Assets not effectively charged by way of a fixed charge mentioned in any of paragraphs 1 to 11 inclusive including (without limitation) any immovable property of the Company in Scotland and any Assets in Scotland within any of the types mentioned in paragraphs 2 to 11 above inclusive but so that the Company is prohibited from creating any fixed security or mortgage or any floating charge over the Assets having priority over or ranking pari passu with the floating charge created by the Debenture (otherwise than in favour of BoS) and the Company will have no power without the consent of BoS to part with or dispose of any part of those Assets except by way of sale in the ordinary course of its business; and
- 12 assigns and agrees to assign absolutely in favour of BoS all the rights, title and interest and benefit of the Company in and to the Receivables.

Conversion into fixed charge

BoS may at any time by notice in writing to the Company immediately convert the floating charge contained in sub-clause 3.1.3 of the Debenture into a fixed charge over any Assets specified in any such notice and the floating charge will, without notice from BoS automatically be converted into a fixed charge:

1. in respect of any Assets which become subject to a fixed charge in favour of any other person or to a disposition otherwise than by way of sale in the ordinary course of the Company's business immediately upon such charge or disposition; and
2. in respect of any Assets charged under the floating charge contained in sub-clause 3.1.3 of the Debenture if and when the Company shall cease to carry on business or to be a going concern;
3. in respect of all Assets on the making of an order for the compulsory winding-up of the Company or on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company or on the presentation of a petition for the making of an administration order in relation to the Company or on the presentation of an application for a warrant of execution, writ of fieri facias, garnishee order or charging order;

but so that this provision shall not apply to any Assets in Scotland.

Restriction on charges and disposals

The Company will not without the previous written consent of BoS:

1. create or attempt to create or permit to subsist any mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or encumbrance on any Assets charged under the Debenture; or
2. dispose of or part with possession in any way (except on the determination of any lease, tenancy or licence) or share occupation of any Assets; or
3. in any way dispose of the equity of redemption of any such Assets or any interest in any such Assets.

Control of monies received

The Company will not attempt nor be entitled to withdraw (or direct any transfer of) all or any part of the monies in the Collections Account without the prior consent of BoS and BoS shall be entitled in its absolute discretion to refuse to permit any such withdrawal or transfer. If there shall from time to time be any credit balance on any other account of the Company with BoS into which proceeds of Receivables are paid or transferred, BoS shall be entitled in its absolute discretion to refuse to permit such credit balance to be utilised or withdrawn by the Company (whether in whole or in part) for so long as any of the Secured Obligations are outstanding.

Redemption or purchase of own shares and creation and issue of loan stock

The Company will not without the previous written consent of BoS redeem or purchase any of its own shares or issue any redeemable shares or create and issue any loan stock.

Third Party Rights

A person who is not party to the Debenture shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Debenture. The clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

Definitions:

"Assets" shall mean the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company.

"Collections Account" shall have the meaning ascribed thereto in clause 6.1.2 of the Debenture.

"Receivables" shall mean:

- (i) all present and future book and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts recoverable or receivable by the Company from other persons or due or owing to the Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever);
- (ii) the benefit of all rights and remedies relating to any of the foregoing including, without limitation, claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, guarantees, indemnities, encumbrances, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights; and
- (iii) all proceeds of any of the foregoing.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01194903

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 14th DECEMBER 2001 AND CREATED BY T.W.R. GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 19th DECEMBER 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th DECEMBER 2001.

P
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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —