

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.

CHFP025

Please do not
write in
this margin

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

* insert full name
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number

TTTS

2578069

Name of company

* ARM GROUP LIMITED (THE "COMPANY")

Date of creation of the charge

21 AUGUST 2000

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

COMPOSITE GUARANTEE AND MORTGAGE DEBENTURE (THE "DEBENTURE")

Amount secured by the mortgage or charge

AS SET OUT IN SCHEDULE 1 HERETO

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

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND, HAVING THEIR HEAD OFFICE AT THE MOUND, EDINBURGH, AS SECURITY TRUSTEE FOR THE BENEFICIARIES (AS DEFINED IN THE DEBENTURE) (THE "SECURITY TRUSTEE")

Postcode EH1 1YZ

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

Eversheds Solicitors
London Scottish House
24 Mount Street
Manchester
M2 3DB

REF: C.DBG DOC NO:142593

Time critical reference

For official Use
Mortgage Section

1 Post room



A37
COMPANIES HOUSE

0162
23/08/00

AS SET OUT IN SCHEDULE 2 HERETO

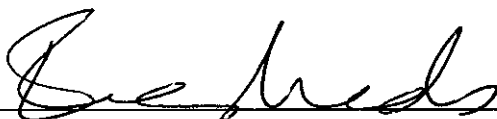
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in black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

N/A

Signed



Date 22 AUGUST 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 CF14 3UZ

SCHEDULE 1

Company: ARM Group Limited

Number: 2578069

Amount secured by the mortgage or charge

All moneys, obligations and liabilities for the time being due, owing or incurred by the Obligors (as defined below) or any of them to any of the Beneficiaries (as defined below), including without limitation all moneys, obligations and liabilities for the time being due, owing or incurred by the Obligors or any of them to any of the Beneficiaries under or in connection with the Financing Documents (as defined below) and/or on any other account whatsoever, in each case:-

- (a) whether incurred actually or contingently and whether alone or jointly with any other person;
- (b) whether incurred directly to such Beneficiary or whether such Beneficiary is entitled to claim the payment or discharge thereof solely by reason of an assignment or transfer to it by the person originally entitled; and
- (c) in whatever currency such moneys, obligations and liabilities may be denominated;

together with all costs (including reasonable legal costs), charges and expenses and any VAT thereon properly incurred by the Security Trustee, each Beneficiary and/or any Receiver (as defined below), in each case on a full indemnity basis, in connection with:-

- (I) those fees and expenses payable pursuant to the Banking Agreements (as defined below) in respect of the negotiation, execution and perfection of the security constituted by the Debenture; and
- (ii) the enforcement, exercise or preservation of any of the rights contained in the Financing Documents.

"Banking Agreements" means the Facility Agreement, the Working Capital Facility Letters, the Hedging Agreement, the Keyman Insurance Assignments, the Counter Indemnities, any Deed of Accession, the BoS Letters of Set Off and the CAS Agreements (as amended, supplemented, substituted, varied, novated or assigned from time to time) (each being as defined in the Debenture);

"Beneficiaries" means the Agent and each of the Lenders for the time being (each being as defined in the Debenture);

"Financing Documents"	means the Debenture and the Banking Agreements and any other document which the Borrower and the Agent agree shall be a Financing Document from time to time;
"Obligor"	means Enterprise plc, the Company and any other subsidiary from time to time of Enterprise plc as may from time to time owe or incur moneys, obligations or liabilities (whether present, future, actual or contingent and whether as principal or as surety) to any Beneficiary on any account whatsoever and "Obligors" shall be construed accordingly;
"Receiver"	means a receiver, receiver and manager or administrative receiver appointed pursuant to the provisions of the Debenture.

SCHEDULE 2

Company: ARM Group Limited

Number: 2578069

Short Particulars of Property Mortgaged or Charged

Under the terms of the Debenture, the Company with full title guarantee and as legal and beneficial owner charges in favour of the Security Trustee (as trustee for the Beneficiaries (as defined above)) as security for the discharge of the Secured Obligations (as defined above):

- 1.1 by way of legal mortgage, all the estate and interest of the Company in all freehold and, to the extent permitted to be charged, leasehold property now vested in the Company, together with all buildings, fixtures and fittings (excluding, in the case of leasehold property, landlord's fixtures but including trade fixtures and fittings) and fixed plant and machinery from time to time therein or thereon and/or the proceeds of sale thereof (the "Legally Mortgaged Property");
- 1.2 by way of first fixed charge, all the estate and interest of the Company in any freehold and, to the extent permitted to be charged, leasehold property (other than that referred to in paragraph 1.1 above) now or at any time during the continuance of the security constituted by the Debenture owned, acquired by or charged to it together with all buildings, fixtures and fittings (excluding landlord's fixtures but including trade fixtures and fittings and fixed plant and machinery from time to time therein or thereon) and/or the proceeds of sale thereof (the "Equitably Charged Property");
- 1.3 by way of first fixed charge:-
 - 1.1.1.1 all sums for the time being standing to the credit of each of the accounts (including without limitation the Receivables Account (as defined in clause 6.3 of the Debenture)) held by the Company with any bank or other financial institution and the debt or debts thereby constituted;
 - 1.1.1.2 all present and future benefits in respect of all policies of insurance of any kind for the time being effected by or on behalf of the Company or (to the extent of its interest) in which the Company has an interest;
 - 1.1.1.3 all sums now or at any time due or owing to the Company by way of grant, subsidy, compensation or refund by any statutory, legal or governmental body, authority or institution or by any body, authority or institution of the European Community; and
 - 1.1.1.4 (to the extent that they do not fall within any of the above subparagraphs) all book debts, both present and future, due or owing to the Company and all other monetary debts and claims

(including, without limitation, the proceeds of the realisation of any security, rents, fees, royalties and other income) now and from time to time due or owing to the Company and the benefits of all rights and remedies relating thereto and all present and future things in action which give rise or may give rise to a debt or debts due or owing to the Company;

(collectively, the "Book and other Debts");

- 1.4 by way of first fixed charge, all those shares and other securities referred to in schedule 3 to the Debenture and all stocks, shares, debentures, bonds and other securities for the time being legally and/or beneficially owned by the Company, whether marketable or otherwise, in any company, firm, consortium or entity wheresoever situate, including for the avoidance of doubt any such as are share warrants to bearer shares and whether or not the shares to which they relate are denominated in sterling together with all dividends, interest and other distributions paid or payable in respect thereof and all accretions, options, benefits, rights, moneys, property and other advantages offered at any time by way of bonus, capitalisation, redemption rights or otherwise to the holder thereof or in respect thereof or coupons in respect of any of the foregoing (collectively, the "Securities");
- 1.5 by way of first fixed charge, the uncalled capital, goodwill, licenses, trademarks and service marks (including without limitation all symbols, representations and patterns similar to a trademark), patents, patent applications, designs, copyrights, confidential information, computer software, rights in the nature of copyright, registered designs, knowhow, design rights and all other intellectual property rights now or at any time during the continuance of this security belonging to the Company (the "Goodwill and Intellectual Property");
- 1.6 by way of first fixed charge, all amounts realised upon the enforcement or execution of any order of a court under sections 212, 213, 214, 238, 239, 244 and 423 of the Insolvency Act 1986;
- 1.7 by way of first fixed charge, all interests, rights and entitlements of the Company in all chattels from time to time hired, leased or rented by the Company to any other person together, in each case, with the benefit of the relevant hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance by such person of its obligations under the same;
- 1.8 by way of first fixed charge, the benefit of any covenants for title from time to time given or entered into by any predecessor in title of the Company to all or any part of the Property (as defined below), any contract for the sale, letting or other disposal of any such Property for the time being and all present and future options to renew leases or purchase reversions (whether or not freehold) or other interests in relation to any such Property;
- 1.9 by way of first fixed charge, the benefit of all rights and claims of the Company against all persons from time to time lessees of the whole or any part of the Property and all guarantors and sureties for the obligations of such persons and against all

persons who are under any obligation to the Company in respect of any works of design, repair, construction or replacement to, in or about any of the Property;

- 1.10 so far as permitted under the relevant document, by way of first fixed charge, all the right, title and interest of the Company in and to all contracts, agreements or warranties affecting any of its freehold or leasehold property with building contractors, architects, quantity surveyors, structural and mechanical engineers and other like professionals; and
 - 1.11 by way of floating charge (but save for any asset not permitted to be so charged), its undertaking and all its other property, assets and rights whatsoever and wheresoever both present or future including, without limitation, the stock in trade of the Company and the property, assets and rights mortgaged or charged under the provisions referred to at paragraphs 1.1 to 1.10 inclusive or (subject to terms of the Debenture) assigned by way of security under the provisions referred to in clause 2 below if and in so far as any such mortgage, charge or assignment shall for any reason be ineffective (all such undertaking, property, assets and rights being described in this Schedule as the "Assets charged by way of Floating Charge").
2. Under the terms of the Debenture, the Company, as beneficial owner and as a continuing security for the payment and discharge of the Secured Obligations, thereby assigns and agrees to assign absolutely to the Security Trustee (as trustee for the Beneficiaries) all its right, title and interest in and to the Receivables Account and any moneys from time to time standing to the credit of any such account and the debt or debts constituted thereby.

NOTE:

Under the terms of the Debenture, the Company covenants with the Security Trustee that (save as permitted under the Banking Agreements (as defined above) or with the prior written consent of the Security Trustee) it shall not at any time during the continuance of the security constituted by the Debenture:-

- (1) create or attempt to create or permit to subsist any Security Interest (as defined below) other than those Security Interests expressly permitted by the Banking Agreements;
- (2) part with possession of, transfer, sell, lease or otherwise dispose of the Charged Assets (as defined below) or any part thereof or any interest therein (or attempt or agree so to do) whether by a single transaction or a series of transactions, save that the covenant does not apply to any disposal expressly permitted by the Banking Agreements.

Definitions:

In these Schedules:

"Charged Assets"	means all of the undertaking, property and assets (of whatsoever nature) of the Company charged and/or assigned by way of security under the Debenture;
"Property"	means the Legally Mortgaged Property and the Equitably Charged Property and includes any part thereof;
"Security Interest"	means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment by way of security, security interest, title retention or other similar encumbrances of any kind securing, or any right conferring a priority in respect of, any obligation of any person.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02578069

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND MORTGAGE DEBENTURE DATED THE 21st AUGUST 2000 AND CREATED BY ARM GROUP LIMITED FOR SECURING ALL MONEYS OBLIGATIONS AND LIABILITIES FOR THE TIME DUE OWING OR INCURRED BY THE OBLIGORS (AS DEFINED THEREIN) OR ANY OF THEM TO ANY OF THE BENEFICIARIES (AS DEFINED THEREIN) INCLUDING WITHOUT LIMITATION ALL MONEYS OBLIGATIONS AND LIABILITIES FOR THE TIME BEING DUE OWING OR INCURRED BY THE OBLIGORS OR ANY OF THEM TO ANY OF THE BENEFICIARIES UNDER OR IN CONNECTION WITH THE FINANCING DOCUMENTS (AS DEFINED) AND/OR ON ANY OTHER ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 23rd AUGUST 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th AUGUST 2000.

Rgr



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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