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*insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

[] [] [] [] [] [] [] [] [] []

3338182

Name of company

* oval (1185) Limited (the "Company")

Date of creation of the charge

9th May 1997

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

Guarantee and Debenture (the "Debenture") made between the Company (1) and The Governor and Company of the Bank of Scotland as agent and trustee for itself and the other Secured Parties (2) (as defined below) (the "Security Trustee")

Amount secured by the mortgage or charge

The actual, contingent, present and/or future obligations and liabilities of the Company to any of the Secured Parties under or pursuant to all or any of the Secured Documents (as defined below) (the "Secured Obligations").

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

The Governor and Company of the Bank of Scotland of The Mound,
Edinburgh, Scotland.

Postcode EH1 1YZ

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

Wilde Sapte
1 Fleet Place
London
EC4M 7WS

145 LONDON
Ref: 693278/SXT/HDC/BF0251050.01

Time critical reference

For official use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

In the Debenture, the Company, with full title guarantee, as continuing security for the payment and discharge of the Secured Obligations charged in favour of the Security Trustee:

(a) by way of first legal mortgage all estates or interests in the freehold, leasehold and other immovable property described in the Schedule below and all buildings and trade and other Fixtures (as defined below) on any such property belonging to or charged to the Company and all proceeds of sale thereof (the "Legally Mortgaged Property")

(b) by way of first fixed charge all estates or interests in any freehold, leasehold and other immovable property belonging to the Company at the date of the Debenture or at any time during the continuance of the security created pursuant to the Debenture and the proceeds of sale thereof and all buildings and trade and other Fixtures from time to time on any such property belonging to or charged to the Company other than any stock-in-trade or chattels situated on any leasehold property where the relevant lease contains a prohibition against charging such stock-in-trade or chattels;

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Particulars as to commission allowance or discount (note 3)

NIL

Signed Wilde Sapte

Date 14th May 1997

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

† delete as appropriate

- 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.

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

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

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

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Company Number

3338182

Name of Company

oval (1185) 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)

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

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(c) by way of first fixed charge all plant, machinery, vehicles, computers and office and other equipment owned by the Company both at the date of the Debenture and thereafter other than any equipment situated on any leasehold property where the relevant lease contains a prohibition against charging such equipment;

(d) by way of first fixed charge all book and other debts at the date of the Debenture and from time to time due or owing to the Company (the "Debts") and (subject to the provision of Clause 6.2 of the Debenture) all moneys which the Company receives in respect thereof;

(e) by way of first fixed charge (but subject to the provisions of Clause 6.2 of the Debenture) all balances standing to the credit of any current, deposit or other account of the Company with the Security Trustee or any other Secured Party (including, inter alia, any account designated a realisations account for the proceeds of disposals of any of the assets of the Company) or with other bankers, financial institutions or similar third parties (the "Credit Balances");

(f) by way of fixed charge all stocks, shares, debentures, bonds, notes, loan capital of:

(a) any subsidiary of the Company; and

(b) any other body corporate;

and all rights to subscribe for, redeem, convert other securities into or otherwise acquire any of the same which may at the date of the Debenture or thereafter belong to the Company, together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;

(g) by way of first fixed charge the goodwill of the Company and its uncalled capital at the date of the Debenture or at any time thereafter in existence;

(h) by way of fixed charge all copyrights, patents, patent applications, licences, trade marks, trade names, know-how and inventions or other rights of every kind deriving therefrom at the date of the Debenture or at any time thereafter belonging to the Company and all fees, royalties and other rights of every kind deriving from such copyrights, patents, trade marks, trade names, know-how and inventions; and

(i) by way of first floating charge the whole of the Company's undertaking and all its property, assets and rights, whatsoever and wheresoever, present and future, other than any property or assets from time to time or for the time being effectively mortgaged, assigned or charged to the Security Trustee by way of fixed charge under Clause 3.1 of the Debenture or any other Security Document (as defined in the Tranche A Credit Agreement) (the "Floating Charge Property").

NOTE

The Company covenanted in the Debenture that without the prior written consent of the Security Trustee it would not nor would it agree or purport to:

(a) create or permit to subsist any Encumbrance (as defined below) whether in any such case ranking in priority to or pari passu with or after the security created by the Debenture save to the extent permitted or required under the Tranche A Credit Agreement (as defined below);

(b) 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 any part of its undertaking or assets except as permitted under the Tranche A Credit Agreement;

(c) sell, factor, discount or otherwise charge or assign the Debts in favour of any other person or purport to do so at any time while a Default or Potential Default (as each such term is defined in the Tranche A Credit Agreement); or

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Particulars of a mortgage or charge (continued)

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

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Company Number

3338182

Name of Company

oval (1185) Limited (the "Company")

Limited*

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

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

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

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(d) sell or otherwise charge or assign any Credit Balance in favour of any person.

DEFINITIONS:

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"Encumbrance" means any mortgage, charge, assignment by way of security, pledge, hypothecation, lien, right of set off, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same, or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or re-acquired or acquired by any Group Company.

"Fixtures" means in relation to any freehold or leasehold property charged by or pursuant to the Debenture, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time thereon.

"Group" means the Company and each of its subsidiaries; and "Group Company" means any one of them.

"Secured Parties" means all and each of the Security Trustee, the Tranche A Banks, the Tranche B Banks, the Tranche B Agent (as each such term is defined in the Debenture) and the Facility Agent (as defined the Tranche A Credit Agreement).

"Secured Documents" means all and each of the Tranche A Credit Agreement, the Tranche B Credit Agreement, the Interest Rate Protection Agreements, the Fees Letter, the Tranche B Fees Letter and the Security Documents, including the Debenture (as each such term is defined in Tranche A Credit Agreement).

"Tranche A Credit Agreement" means the Tranche A Credit Agreement dated 9th May 1997 (as amended, novated, varied or supplemented from time to time) made between (1) the Company, (2) Oval (1186) Limited, (3) The Governor and the Company of the Bank of Scotland in its capacities as Facility Agent and Overdraft Bank and (4) the Banks (as each such term is defined therein);

"Tranche B Agent" means The Governor and Company of the Bank of Scotland in its capacity as facility agent for the Tranche B Banks pursuant to the terms of the Tranche B Credit Agreement and each successor facility agent appointed thereunder.

SCHEDULE

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03338182

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A GUARANTEE AND DEBENTURE DATED THE 9th MAY 1997 AND CREATED BY PC COX (HOLDINGS) LIMITED FOR SECURING THE ACTUAL CONTINGENT PRESENT AND/OR FUTURE OBLIGATIONS AND LIABILITIES OF THE COMPANY (FORMERLY KNOWN AS OVAL (1185) LIMITED) TO the GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND AS AGENT AND TRUSTEE FOR ITSELF AND THE OTHER SECURED PARTIES (AS DEFINED) UNDER OR PURSUANT TO ALL OR ANY OF THE SECURED DOCUMENTS (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 15th MAY 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th MAY 1997.

A handwritten signature in dark ink, appearing to read 'G. J. Jones', written over a faint, illegible printed name.

for the Registrar of Companies

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LC
SP



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