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COMPANIES FORM No. 395

395

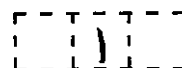
Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies

For official use Company number



3382348

Name of company

* OVAL (1200) LIMITED

* Insert full name
of company

Date of creation of the charge

2 July 1997

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

DEBENTURE

Amount secured by the mortgage or charge

SEE SHEET A

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

The Governor and Company of the Bank of Scotland, P O Box 267, 38
Threadneedle Street, London

Postcode

EC2P 2EH

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

MARTINEAU JOHNSON
ST. PHILIPS HOUSE,
ST. PHILIPS PLACE,
BIRMINGHAM. B3 2PP
0121-200 3300
NMM/ BA528004

For official use
Mortgage section



BIR *B6PG3X7T* 220
COMPANIES HOUSE 08/07/97

Time critical reference

Short particulars of all the property mortgaged or charged

SEE SHEET B

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legibly, preferably
in black type or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

NIL

Signed



Date

7/7/97

On behalf of ~~[company/mortgagor]~~ [mortgagee/chargee]*

* 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.

OVAL (1200) LIMITED

Company Number: 3382348

The amount secured by the mortgage or charge

Sheet A

All moneys and liabilities which shall for the time being (and whether on or at any time after any demand for payment) be due owing or incurred in whatsoever manner to the Governor and Company of the Bank of Scotland ("the Bank") by the Company whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety and whether or not the Bank shall have been an original party to the relevant transaction and including interest discount commission and other lawful charges or expenses which the Bank may in the course of its business charge in respect of any of the matters aforesaid or for keeping the Company's account and so that interest shall be computed and compounded according to the usual mode of the Bank as well after as before any demand made or judgment obtained hereunder.

Short particulars of all the property mortgaged or charged

Sheet B (page 1 of 2)

- (i) by way of legal mortgage all the freehold and leasehold property of the Company now vested in it whether or not the title thereto is registered at H M Land Registry including that which is described in the Schedule to the Debenture together with all buildings and fixtures (including trade and tenant's fixtures) now and hereafter thereon and all plant and machinery now and hereafter annexed thereto for whatever purpose;
- (ii) by way of fixed charge all freehold and leasehold property hereafter belonging to the Company together with all buildings and fixtures (including trade and tenant's fixtures) thereon and all plant and machinery annexed thereto for whatever purpose;
- (iii) by way of fixed charge all interests not hereinbefore effectively charged now or hereafter belonging to the Company in or over land or the proceeds of sale of land all licences now or hereafter held by 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 trade and tenant's fixtures plant and machinery now and hereafter annexed for whatever purpose to all freehold and leasehold property an interest in which stands charged hereunder;
- (iv) by way of fixed charge all the goodwill and uncalled capital for the time being of the Company;
- (v) by way of fixed charge all stocks, shares and other securities now or hereafter owned (whether at law or in equity) by the Company and all rights and interests of the Company in and claims under all policies of insurance and assurance now or hereafter held by or insuring to the benefit of the Company;
- (vi) by way of fixed charge all patents, trade marks, patent applications, brand names, service marks, copyrights rights in the nature of copyright, design rights, registered designs and other intellectual property rights and agreements relating to the use by the Company of patents and trade marks to which the Company is now or may hereafter become entitled and all agreements under which the Company is now or may become entitled to the payment of any royalty fee or similar income;

Sheet B (page 2 of 2)

- (vii) by way of fixed charge all book and other debts of the Company whether now or hereafter existing and whether presently payable or hereafter falling due for payment and all rights and claims of the Company against third parties now or hereafter existing and capable of being satisfied by the payment of money (save as charged under sub-clause 3.1.5 of the Debenture); and
- (viii) by way of a floating charge all the Assets (as defined in Clause 19 of the Debenture) whatsoever and wheresoever not hereinbefore effectively charged by way of fixed charge but so that the Company is not to be at liberty to create otherwise than in favour of the Bank any mortgage or fixed or floating charge or other security upon and so that no lien (other than a lien arising through operation of law in the ordinary course of business) shall in any case or in any manner arise on or affect any part of such Assets either in priority to or *pari passu* with the floating charge hereby created and further that the Company shall have no power without the consent of the Bank to part with or dispose of any part of such Assets except by way of sale in the ordinary course of its business.

The Company shall not without the previous written consent of the Bank create or purport or attempt to create any mortgage charge or encumbrance on any freehold or leasehold property of the Company or any other Asset as defined in the Debenture subject to a fixed charge thereunder nor in any way dispose of the equity of redemption thereof of any interest therein.

By sub-clause 3.7 of the Debenture, the Company covenanted that it would pay into the Company's account with the Bank or as the Bank may direct all moneys which it may receive in respect of any policies of insurance or assurance royalties or book or other debts or any other of the rights and claims charged to the Bank under sub-clauses 3.1.5, 3.1.6 and 3.1.7 of the Debenture and until such payment hold all moneys so received upon trust for the Bank and shall not without the prior consent of the Bank charge factor discount or assign any of the said policies, royalties, debts, rights or claims in favour of any other person or purport so to do.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03382348

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 2nd JULY 1997 AND CREATED BY OVAL (1200) 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 8th JULY 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th JULY 1997.

A handwritten signature in cursive script, reading "R. N. Owens".

RICHARD NEIL OWENS

for the Registrar of Companies



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

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