

M

Please do not
write in
this margin

CHA 116

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

*insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

B 450
510
593+7
COMPANIES HOUSE

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

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

3709012

Name of company

* CHEVAL FINANCE LIMITED ("the Company")

Date of creation of the charge

15th June 1999

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

DEBENTURE ("the Deed")

Amount secured by the mortgage or charge

The principal and other monies intended to be secured by the Deed are:

1.1 all sums of money which have been or are as at 11th June 1999 or may thereafter from time to time be advanced to the Company by the Bank;

1.2 all other indebtedness and/or liabilities whatsoever of the Company to the Bank present, future, actual and/or contingent;

continued on continuation sheet 1, page 2

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

BANK LEUMI (UK) PLC, 4-7 Woodstock Street, London W1A 2AF ("the Bank").

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

Dibb Lupton Alsop
125 London Wall
London EC2Y 5AE

RW/ams/banking

Swana Cheval.lfd

Time critical reference

For official use
Mortgage Section



1. The Company with full title guarantee and to the intent that the security created by the Deed shall rank as a continuing security for the payment of all principal and other monies intended to be secured by the Deed charged to the Bank:

1.1 by way of legal mortgage all estates and interests in any freehold and/or leasehold property referred to in the Schedule hereto and all buildings fixtures (including trade fixtures) and fixed plant and machinery owned by the Company and from time to time on or in such freehold and/or leasehold property ("the Legally Mortgaged Property") and/or the proceeds of sale thereof;

continued on continuation sheet 1, page 4

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

DOB Lupton MSN

Date

24 June 1999

On behalf of ~~[company]~~ [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.

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)

CHA 116

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

Company Number

3709012

Name of Company

CHEVAL FINANCE LIMITED ("the Company")

~~limited~~

* delete if
inappropriate

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

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

1.3 (on a full indemnity basis) all costs, charges, expenses and other sums expended, paid, incurred or debited to any account (including any advances to be made) in relation to the enforcement of rights under the Deed or the recovery of any of the indebtedness or other liabilities of the Company by the Bank, or by any Administrative Receiver or by any delegate or sub-delegate appointed by the Bank pursuant to the Deed including (but without prejudice to the generality of the foregoing) remuneration payable to any Administrative Receiver, delegate or sub-delegate as aforesaid, and all costs, charges and expenses incurred in the protection, realisation or enforcement of the security constituted by or pursuant to the Deed; and

1.4 interest on the foregoing (as well after as before any demand judgment or the liquidation or the administration of the Company and notwithstanding that any account intended to be secured by the Deed may for any cause cease to be carried on as an ordinary banking account) on a daily basis until full discharge at the Interest Rate by payments in arrears on the Bank's usual charging days or on such other days or upon such other terms as the Bank may from time to time agree, with such interest to be compounded in accordance with the Bank's usual practice in the event that it is not punctually paid with monthly rests (or with such other rests as may be specified by the Bank) but without prejudice to the rights of the Bank to require payment of such interest when due;

PROVIDED THAT, in relation to such costs, charges, expenses, remuneration and other sums as such mentioned in paragraph 2.3 of the Deed, interest shall accrue and be payable as from the date on which the same are paid by the Bank, or by any such Administrative Receiver, delegate or sub-delegate as therein mentioned or become due to such Administrative Receiver, delegate or sub-delegate under the terms of his appointment without the necessity for any demand being made for payment thereof.

NOTE.

In this form:-

"the 1985 Act" means the Companies Act 1985;

"Administrative Receiver" means any person (or persons) appointed by any officer or manager of the Bank to be a receiver of the Charged Property or any parts thereof;

"Associated Company" means a company which would be a Subsidiary within the meaning of Section 736 of the 1985 Act if the relevant holding of equity share capital were more than twenty per cent (rather than half) in nominal value;

"the Interest Rate" means a rate specified in facility or other letters issued to the Company by the Bank or such other interest rate as may be stipulated by the Bank at any time by notice in writing to the Company, or as may from time to time be otherwise agreed between the Company and the Bank or in the absence of any of the foregoing at the Standard Rate of the Bank as stipulated from time to time by notices displayed in the offices of the Bank;

"Subsidiary" is as defined in Section 736 of the 1985 Act;

SCHEDULE.

The Legally Mortgaged Property

left intentionally blank

Please do not
write in this
binding margin

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

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

1.2 by way of fixed equitable charge all estates or interests in any freehold and leasehold property (except the Legally Mortgaged Property) as at 15th June 1999 and at any time during the continuance of the security belonging to or charged to the Company and all licences as at 15th June 1999 or thereafter 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 a party or otherwise entitled and all buildings fixtures (including trade fixtures) and fixed plant and machinery owned by the Company and from time to time on or in any freehold or leasehold property an interest in which is charged under the Deed ("the Equitably Charged Property") and/or the proceeds of sale thereof;

1.3 by way of first fixed equitable charge all estates and interests in any freehold or leasehold properties as at 15th June 1999 or at any time mortgaged or charged to the Company in respect of which the Bank shall have received an undertaking to hold deeds and documents to its order pursuant to the terms of the General Undertaking referred to in condition 3.5 of the Deed and all the Company's right title and interest therein and the proceeds of sale thereof ("the Charged Mortgages");

1.4 by way of fixed charge all book debts and other debts as at 15th June 1999 and from time to time due or owing to the Company and all proceeds thereof and the benefit of all rights relating thereto ("the Book and other Debts");

1.5 by way of fixed charge all credit balances of the Company with other bankers or third parties ("the Credit Balances");

1.6 by way of fixed charge all stocks shares and/or other securities ("the Securities") as at 15th June 1999 or at any time during the continuance of the security belonging to the Company (including without prejudice to the generality of the foregoing, loan capital indebtedness or liabilities on any account or in any manner owing to the Company) in each of the following categories:

1.6.1 in (or from) any Subsidiary or Associated Company of the Company; and/or

1.6.2 which or the certificates of which are as at 15th June 1999 or may at any time thereafter be deposited with the Bank or held by the Bank or its agents or transferred to or registered in the name of the Bank or its agents or its nominees;

and all rights in respect of or incidental to the Securities specified in paragraphs 2.6.1 and 2.6.2 of the Deed;

1.7 by way of fixed charge all documents which have been or may from time to time be deposited with the Bank and which are not charged to the Bank pursuant to the foregoing sub-clauses or pledged under condition 9 of the Deed, including all rights, monies or property (whether of a capital or income nature) howsoever accruing or derived therefrom or arising in respect thereof ("the Deposited Property");

1.8 by way of fixed charge the goodwill, licences, patents, patent applications, trademarks, trademark applications, service marks, service mark applications, copyrights, rights in the nature of copyright and all other intellectual property rights as at 15th June 1999 or at any time during the continuance of the security belonging to the Company ("the Goodwill and Intellectual Property");

continued on continuation sheet 2, page 4

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

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

CHA 116

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

Company Number

3709012

Name of Company

CHEVAL FINANCE LIMITED ("the Company")

~~limited~~

* delete if
inappropriate

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

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

1.9 by way of floating charge its undertaking and all its other property assets and rights whatsoever and wheresoever present and/or future including those expressed as charged by way of fixed charge if and to the extent that such charge may fail for any reason to operate as a fixed charge ("the Property charged by way of Floating Charge" and together with the Legally Mortgaged Property, the Equitably Charged Property, the Charged Mortgages, the Book and other Debts, the Credit Balances, the Securities, the Deposited Property, the Goodwill and Intellectual Property and all other property mortgaged or charged by the Deed collectively called "the Charged Property").

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

2. Negative Pledge

2.1 Without prejudice and in addition to all other restrictions contained in the Deed (including without limitation Conditions 3.3.4 and 3.11.1.1 of the Deed) the Company has covenanted with the Bank not without the prior written consent of the Bank to create or permit to subsist any mortgage or charge or other encumbrance in favour of any third party of or affecting the Charged Property or any part or parts thereof other than:

2.1.1 the existing mortgages, charges and/or other encumbrances (if any) of which brief particulars are set out in the Second Schedule to the Deed, and limited to the maximum principal sums specified in respect of each such mortgage, charge or other encumbrance in the said Schedule;

2.1.2 arising by operation of law;

2.1.3 particular liens arising in the ordinary course of business, otherwise than for obligations more than thirty days overdue which have not been contested in good faith;

2.1.4 pledges or charges created for the purpose of financing contracts in the ordinary course of business for the purchase or sale of goods.

2.2 As a condition of consenting to the creation of any further mortgage, charge or other encumbrance under Condition 14.1 of the Deed the Bank may require completion of an agreement in a form approved by solicitors for the Bank regulating priorities between such security and the security constituted by the Deed.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03709012

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 15th JUNE 1999 AND CREATED BY CHEVAL FINANCE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BANK LEUMI (UK) PLC PURSUANT TO THE DEED WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 25th JUNE 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th JUNE 1999.

A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

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