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* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

**A fee of £10 is payable to Companies House in respect of
each register entry for a mortgage or charge.**

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

Name of company

* WAXITY LIMITED

Date of creation of the charge

3 APRIL 2000

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

ALL ASSETS DEBENTURE

Amount secured by the mortgage or charge

All monies now or at any time in the future may be owing due and/or payable (but remaining unpaid) by the Company to the Securityholder in any manner and for any reason on any account ("the Secured Monies") including all such monies due by the Company, either alone or jointly with any other person or on any partnership account (even though the whole or any part of such monies is represented or secured by any mortgages, guarantees, trust receipts, bills of exchange, leasing, hire or conditional sale agreements, assignments, agreements for discounting or factoring of debts or any other agreements or securities) and whether or not any of them have or has fallen due or become payable and whether or not default shall have been made in respect thereof and further including any of the following whether now or in the future:

(Please see continuation sheets 1 and 2)

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

Lombard Natwest Factors Limited, Smith House, PO Box 50, Elmwood Avenue,
Feltham, Middlesex

Postcode TW13 7QD

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

Wilde & Partners
10 John Street
London WC1N 2EB
DX 428 London

For official use
Mortgage section



A29
COMPANIES HOUSE

ALN0MPLE

0439
12/04/00

Time critical reference

Short particulars of all the property mortgaged or charged

(a) a fixed charge by way of legal mortgage on all freehold and leasehold property owned by the Company, including but not limited to land of which the Company is registered as proprietor at H M Land Registry (details of which are set out in the Third Schedule to the All Assets Debenture);

(b) a fixed charge on all of the following assets, whether now or in the future belonging to the Company

- (i) the freehold and leasehold properties of the Company not effectively mortgaged under clause 2.1.1 of the All Assets Debenture;
- (ii) all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to the property subject to the legal mortgage under clause 2.1.1 of the All Assets Debenture and all spare parts, replacements, modifications and additions for the same;
- (iii) any other freehold and leasehold property which the Company shall own, together with all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery, in on or attached to such property and all spare parts, replacements, modifications and additions for or to the same;

(Please see continuation sheet 1 and 2)

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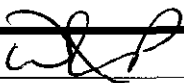
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A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Particulars as to commission allowance or discount (note 3)

NONE

Signed



Date 7 APRIL 2000

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.
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 CF4 3UZ.

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Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Forms Nos 395 and 410 (Scot)

Company number

03925795

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Name of company

WAXITY LIMITED

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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- 1) all monies due or payable under the Financing Agreement (as defined in the All Assets Debenture) or by virtue of any guarantee or indemnity given by the Company to the Securityholder;
- 2) all monies which the Securityholder can charge to the Company and all costs, charges and expenses incurred by the Securityholder after default in payment of any such monies or of breach by the Company of any of the provisions of the All Assets Debenture;
- 3) the charges of surveyors and/or solicitors instructed by the Securityholder in connection with any part of the Mortgaged Property (as defined in the All Assets Debenture);
- 4) all advances which the Securityholder has made or shall make to the Company;
- 5) any indebtedness now or hereafter to be incurred by the Securityholder for or at the request of the Company, including all monies which the Securityholder shall pay or become liable to pay for or on account of the Company or any other person at the request or order of the Company or under its authority, either alone or jointly with any other person and whether or not by any of the following:
 - 5.1) the Securityholder making direct advances; or
 - 5.2) the Securityholder drawing, accepting, endorsing, paying or discounting any Remittance (as defined in the All Assets Debenture); or
 - 5.3) the Securityholder entering into any bond, guarantee, indemnity or letters of credit; or
 - 5.4) the Securityholder confirming orders; or
 - 5.5) the Securityholder otherwise accepting any other liability for or on behalf of the Company;
- 6) all costs and charges and expenses which the Securityholder may from time to time incur in:-
 - 6.1) stamping, perfecting, registering or enforcing the All Assets Debenture; or
 - 6.2) the negotiations for the preparation and execution of the All Assets Debenture, any guarantee and indemnity or priority arrangements, waivers or consents; or
 - 6.3) in obtaining payment or discharge of Secured Monies; or
 - 6.4) in paying any rent, rates, taxes or outgoings for the Mortgaged Property; or
 - 6.5) in insuring, repairing, maintaining, managing, realising any part of the Mortgaged Property; or
 - 6.6) the preservation or exercise of any rights under or in connection with the All Assets Debenture or any attempt to do so;
 - 6.7) in giving a discharge or release of the All Assets Debenture; or
 - 6.8) dealing with or obtaining advice about any other matter or question arising out of or in connection with the All Assets Debenture;

with the intention that the Securityholder shall be afforded a full complete and unlimited indemnity against all costs, charges and expenses paid or incurred by it and whether arising directly or indirectly in respect of the All Assets Debenture or of any other security held by the Securityholder for the Secured Monies;

Please do not write in this margin **Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)**

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Short particulars of all the property mortgaged or charged (continued)

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- (iv) all plant and machinery and other equipment listed in the Fifth Schedule of the All Assets Debenture and all spare parts, replacements, modifications and additions for or to the same;
- (iv) all fixed plant and machinery, including spare parts, replacements, modifications and additions for or to the same, not listed in the Fifth Schedule of the All Assets Debenture;
- (v) all goodwill, unpaid and/or uncalled capital for the time being of the Company;
- (vi) all the Company's Intellectual Property (as defined in the All Assets Debenture);
- (vii) all the Company's Securities (as defined in the All Assets Debenture);
- (viii) all loan capital, indebtedness or liabilities on any account or in any manner owing to the Company from any Subsidiary (as defined in the All Assets Debenture) of the Company or a member of the Company's Group (as defined in the All Assets Debenture);
- (ix) all amounts realised by an administrator or liquidator of the Company, upon enforcement or execution of any order of the Court under Part IV of the Insolvency Act 1986.

(c) a fixed charge on all or any of the following assets, whether now in existence or coming into existence in the future:

- (i) all documents of title to any item of property which at any time and for any purpose has been or may be deposited with the Securityholder;
- (ii) the assets mentioned in the title documents referred to in the immediately preceding sub-paragraph;
- (iii) all monies in the bank account specified in clauses 3.1.6(i) and 3.1.7 of the All Assets Debenture including Remittances transferred pursuant to clause 3.1.6(iii) of the All Assets Debenture;
- (iv) all Remittances in respect of the Company's Other Debts and Non-Vesting Debts (as defined in the All Assets Debenture) which in accordance with clause 3.1.6(ii) of the All Assets Debenture shall be received by the person or at the address or post office box specified in that sub-clause;
- (v) all other Remittances in respect of the Other Debts and Non-Vesting Debts received by the Company pending their being dealt with in accordance with the terms of the All Assets Debenture or any instructions given in accordance with it;
- (vi) any account in the name of the Company under the control of or operated in accordance with the directions of the Securityholder.

(d) a fixed charge on all the Company's Other Debts and Non-Vesting Debts present and future;

(e) a floating charge on such of the moneys as at the date of the All Assets Debenture and in the future which the Company may receive in respect of the Company's Other Debts and Non-Vesting Debts and which, until any direction from the Securityholder to the contrary, are paid into the bank account of the Company referred to in clause 3.1.8 of the All Assets Debenture and which upon such payment will be released from the fixed charge thereon;

(f) a floating charge on the remainder of the undertaking, property rights and assets of the Company whatsoever and wheresoever, both present and future not subject to the above charge set out in (e) above.

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Particulars of a mortgage or charge (continued)

Continuation sheet No 2
to Forms Nos 395 and 410 (Scot)

Company number

03925795

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Name of company

WAXITY LIMITED

Limited*

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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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7) all monies expended by any attorney appointed pursuant to the All Assets Debenture in exercising his powers;

8) interest on all monies due and owing to the Securityholder at such rate as may from time to time be payable pursuant to any agreement or arrangement relating thereto.

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

Short particulars of all the property mortgaged or charged (continued)

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NB: The Company agrees with the Securityholder that, inter alia, at all times during the continuance of the All Assets Debenture:

(a) it will deal with the Non-Vesting Debts and their Related Rights as if they were Debts and their Related Rights purchased by the Securityholder under the Financing Agreement (as defined in the All Asset Debenture) and in particular will not bank or deal with Remittances in respect of them except by dealing with them in accordance with the Financing Agreement.

(b) it will not sell, transfer, lease, licence or dispose of the Mortgaged Property subject to the floating charges contained in the All Assets Debenture, except by way of sale at full value in the ordinary course of its business being carried on at the date of the All Assets Debenture; and

(c) it will not sell, transfer, lease, licence or dispose of the Mortgaged Property subject to the fixed charges contained in the All Assets Debenture without the prior written consent of the Securityholder; such restriction shall not prohibit disposal of an asset other than freehold or leasehold property, for the purpose of immediate replacement, modification, repair and/or maintenance; and

(d) it will deal with the Company's Other Debts and Remittances in accordance with the Securityholder's written directions; until such directions are given, will only deal with the Company's Other Debts by way of getting in and realising the same in the ordinary course of business

(e) it will not, charge, sell, discount, factor, dispose of or except in accordance with the All Assets Debenture, otherwise deal with its Other Debts and Non-Vesting Debts or the relative Remittances unless it has the prior written consent of the Securityholder,

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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. 03925795

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ALL ASSETS DEBENTURE DATED THE 3rd APRIL 2000 AND CREATED BY WAXITY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LOMBARD NATWEST FACTORS LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 12th APRIL 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th APRIL 2000.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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

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