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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

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

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

4028680

Name of company

* IMITATION LIMITED

Date of creation of the charge

6 December 2001

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

Debenture dated 6 December 2001 and made between (1) Imitation Limited
("Borrower") and (2) Finance Wales Investments Limited ("the Lender")

Amount secured by the mortgage or charge

All monies, obligations and liabilities whether principal, interest or
otherwise which may now or at any time in the future be due or owing or
incurred by the Borrower to the Lender (whether actual or contingent and
whether incurred alone or jointly with another as principal, guarantor,
surety or otherwise and in whatever name or style) together with
interest, charges and other expenses.

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

Finance Wales Investments Limited
3rd Floor Oakleigh House
Park Place
Cardiff

Postcode CF10 3DQ

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

Morgan Cole
Bradley Court
Park Place
Cardiff CF10 3DP

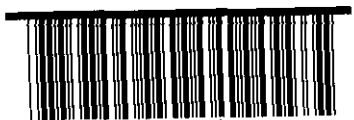
MDM/BTK/233610/95/docs

Time critical reference

395-NEW.LFD

For official Use
Mortgage Section

Post room



A45
COMPANIES HOUSE

0790
20/12/01

Short particulars of all the property mortgaged or charged

FIRSTLY, all freehold and leasehold property now or in the future belonging to the Borrower together with all buildings, trade and other fixtures, fixed plant and machinery of the Borrower from time to time on such property and all plant, machinery, computers, office and other equipment now or in the future belonging to the Borrower other than fixed plant and machinery including all computer terminals, hard drives, keyboard, connecting leads and networks now or in the future belonging to the Borrower, together with all additions, alterations, accessories, replacements and renewals from time to time for such equipment and any component parts of such equipment from time to time.

SECONDLY, all cash at bank, book debts, and other debts now or in the future due or owing to the Borrower.

THIRDLY, all stocks, shares and other securities now or in the future belonging to the Borrower together with all dividends and other rights deriving from such securities.

FOURTHLY, the goodwill of the Borrower and its uncalled capital for the time being.

Continued ...

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)

NIL

Signed

Morgan Cole

Date 18/12/01

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

A fee of £10 is payable to Companies House in respect of each register entry for 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

FIFTHLY, all patents, copyrights, marks, service marks, designs and other intellectual property rights (including without limitation business names, know-how, formulae, inventions, confidential information, trade secrets, computer software, programs and systems), claims and all fees, royalties and other rights of every kind deriving from such intellectual property now or in the future belonging to the Borrower.

SIXTHLY, all the undertaking, property and assets of the Borrower whatsoever and wheresoever present and future not subject to a legal mortgage or fixed charge by the Debenture.

The Charges created by the Debenture are a continuing security and shall as regards the premises Firstly, Secondly, Thirdly, Fourthly, and Fifthly shall be described as fixed first charges, and as to the premises Sixthly described shall be a first floating charge (subject to Clause 1.2 of the Debenture). The Lender may at any time by written notice to the Borrower convert the floating charge into a fixed charge as regards any property and assets specified by such notice.

Clause 1.2 of the Debenture provides that if the Borrower shall create or allow to remain in existence any security interest other than the Debenture over any of the assets Sixthly described or disposes of such asset or if and when any person levies or notifies the Borrower that it intends to levy any distress, execution, sequestration or other process against any of the assets Sixthly described or if the Borrower ceases to carry on business or becomes insolvent the charge created by the Debenture over the assets the subject thereof shall automatically without notice be converted into a fixed charge instantly if such event occurs.

The Debenture contains a covenant that the Borrower shall not without the previous written consent of the Lender:

- (a) create or allow to remain in existence any mortgage, charge, lien or other security interest on any of its assets other than the Debenture;
- (b) dispose of any of the assets Firstly, Secondly, Thirdly, Fourthly, or Fifthly described;
- (c) dispose of the assets Sixthly described other than in the ordinary course of business at not less than market value;
- (d) grant or accept a surrender of any lease or licence of or part with or share possession or occupation of its freehold or leasehold property or any part of it;
- (e) pull down or remove or redevelop or make any material alteration to the whole or any part of any buildings or any other substantial asset or sever, unfix or remove any fixtures or remove any plant, machinery or equipment belonging to or in use by the Borrower except for the purpose of affecting repairs or replacing the same.

There is also a covenant contained in the Debenture by the Borrower to pay into a specified bank account all monies which the Borrower may receive in respect of its book or other debts and all licence fees, royalties and other monies deriving from its intellectual property and until such payment will hold such monies on trust for the Lender and shall not without the prior written consent of the Lender release, factor, sell at discount, charge, assign or otherwise deal with such debts, licence fees, royalties or other monies otherwise than by getting in and paying the same into such account.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04028680

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 6th DECEMBER 2001 AND CREATED BY IMITATION LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO FINANCE WALES INVESTMENTS LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 20th DECEMBER 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th DECEMBER 2001.

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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —