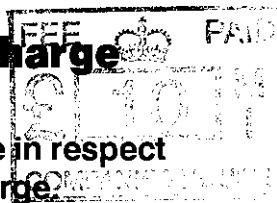


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COMPANIES FORM No. 395

Particulars of a mortgage or charge



395

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

869643 £10

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

For official use

Company number



4464926

Name of company

* TAVETA INVESTMENTS LIMITED (the "Company")

Date of creation of the charge

10 SEPTEMBER 2002

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

Composite Guarantee and Debenture (the "Debenture")

Amount secured by the mortgage or charge

Please see annexure 1

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

The Governor and Company of the Bank of Scotland in its capacity as security trustee for the Security Beneficiaries (the "Security Trustee") acting through its branch at 123 St Vincent Street, Glasgow G2 5EA

Postcode

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

DLA
101 Barbirolly Square
Manchester
M2 3DL
Reference: MC/61249/120008
DocRef: 1109DP01.1fd

Time critical reference

For official Use
Mortgage Section



Short particulars of all the property mortgaged or charged

Please see annexure 2

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

DLA

Date

12 SEPTEMBER 2002

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

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
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 CF4 3UZ

TAVETA INVESTMENTS LIMITED

ANNEXURE 1 FOR FORM M395

Amount secured by the mortgage or charge.

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Charging Company to the Security Trustee and the Security Beneficiaries (or any of them) under the Banking Documents, to which such Charging Company is a party,

(the "Secured Obligations") provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Debenture (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 or any other applicable financial assistance legislation.

Capitalised terms shall have the meanings given to them in the schedule.

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TAVETA INVESTMENTS LIMITED

ANNEXURE 2 TO FORM M395

Short particulars of all of the property mortgaged or charged.

As a continuing security for the payment of the Secured Obligations, the Company, with full title guarantee charges, and agrees to charge, in favour of the Security Trustee the following assets which are at any time owned by the Company, or in which the Company is from time to time interested:

1. By way of first legal mortgage all the freehold and leasehold property (if any) vested in or charged to the Company including, without limitation, the property details of which are set out in schedule 2 to the Debenture, together with all buildings and fixtures (including trade fixtures) at any time thereon;
2. By way of first fixed charge:
 - 2.1 all other interests (not being charged by clause 4.1.1 of the Debenture) in any freehold or leasehold property vested in or charged to the Company, the buildings and fixtures (including trade fixtures) at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;
 - 2.2 all plant, machinery, computers, vehicles, office and other equipment and the benefit of all contracts, licences and warranties relating to the same;
 - 2.3 all its right, title, interest and benefit in and to the Collections Accounts, all monies standing to the credit of the Collections Accounts, all interest accrued on monies standing to the credit of the Collections Accounts and all rights of the Company to repayment of any of the foregoing;
 - 2.4 all Intellectual Property;
 - 2.5 the benefit of all licences, consents, agreements and authorisations held or utilised by the Company in connection with its business or the use of any of its assets;
 - 2.6 to the extent not effectively assigned under clause 4.2 (*Assignment*) of the Debenture, by way of first fixed charge all Receivables; and
 - 2.7 all the goodwill and uncalled capital of the Company;
3. By way of first fixed equitable charge all the Charged Shares together with all the Related Rights from time to time accruing thereto.
4. As a continuing security for the payment of the Secured Obligations, the Company, with full title guarantee, assigns and agrees to assign absolutely by way of security for the Secured Obligations in favour of the Security Trustee:
 - 4.1 all the rights, title, interest and benefit of the Company in and to the Receivables provided that, prior to the occurrence of a Declared Default that is continuing, the Company may exercise its rights in respect of its Receivables; and
 - 4.2 all the rights and interests of the Company in respect of Insurances and all proceeds thereof provided that, prior to the occurrence of a Declared Default that is continuing, the Company may exercise its rights in respect of such Insurances and proceeds,

DLA

subject in each case to a proviso for re-assignment on redemption.

5. As further continuing security for the payment of the Secured Obligations, the Company charges with full title guarantee in favour of the Security Trustee by way of first floating charge all its assets and undertaking whatsoever and wheresoever situated both present and future not effectively charged by way of first fixed mortgage or charge pursuant to the provisions of clause 4.1 of the Debenture, including, without prejudice to the generality of the foregoing, heritable property and all other property and assets in Scotland.

Capitalised terms shall have the meanings given to them in the schedule.

TAVETA INVESTMENTS LIMITED

ANNEXURE 3 TO FORM M395

The Debenture contains, inter alia, the following provisions:

1. Save as expressly permitted by the terms of the Facilities Agreement or the Debenture, the Company covenants with the Security Trustee that, during the continuance of the security created by the Debenture, it shall not without the prior written consent of the Security Trustee:
 - 1.1 create or permit to subsist any Encumbrance (other than a Permitted Encumbrance) upon any of the Charged Assets; and
 - 1.2 sell, transfer, lease, lend or otherwise dispose of, whether by a single transaction or a number of transactions and whether related or not the whole or any part of the Charged Assets save for a Permitted Disposal,

provided that if the Agent has given its consent pursuant to the terms of the Facilities Agreement, the consent of the Security Trustee shall be deemed to have been given.
2. At any time after the security constituted by the Debenture becomes enforceable, or if so requested by the Company by written notice at any time, the Security Trustee may without further notice appoint any person (or persons) to be a Receiver of all or any part of the Charged Assets and/or of the income thereof.
3. The Company, by way of security, irrevocably appoints the Security Trustee and every Receiver of the Charged Assets (or any part thereof) appointed under the Debenture and any person nominated for the purpose by the Security Trustee or any Receiver (in writing under hand signed by an officer of the Security Trustee or any Receiver) severally as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to sign or execute (using the company seal where appropriate) any deed, document, agreement and instrument required under the terms of Debenture and, following the occurrence of an Event of Default and for as long as the same is continuing, to do all such acts or things as may be required by the Security Trustee or any Receiver hereunder or in the exercise of any of their powers, and the Company covenants with the Security Trustee to ratify and confirm all acts or things made, done or executed by such attorney as aforesaid.
4. The Security Trustee and each Security Beneficiary shall have the right at any time or times to set off any matured obligations due from the Company under the Banking Documents (to the extent beneficially owned by the Security Trustee or such Security Beneficiary) against any matured obligation owed by the Security Trustee or such Security Beneficiary to the Company, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Security Trustee or such Security Beneficiary may convert either obligation at a market rate in its usual course of business for the purpose of the set off.

Capitalised terms shall have the meanings given to them in the schedule.

TAVETA INVESTMENTS LIMITED

SCHEDULE TO FORM M395

DEFINITIONS

"Agent" means The Governor and Company of the Bank of Scotland;

"Ancillary Bank" means The Governor and Company of the Bank of Scotland;

"Banking Documents" means the Facilities Agreement, the Group Banking Documents, the Security Documents, the Intercreditor Deed any documentation entered into in relation to the Hedging Arrangements and any documents supplemental to any of the foregoing (including, without limitation, any documentation pursuant to which any Group Company becomes subject to the provisions of any such document(s)) (each a **"Banking Document"**);

"Banks" has the meaning ascribed thereto in the Facilities Agreement;

"Charged Assets" means all property and assets from time to time charged by or pursuant to the Debenture;

"Charged Shares" means:

- (i) the Shares;
- (ii) all rights of whatever nature which the Company may now have or hereafter acquire as against CREST in respect of any Charged Shares including (but without limitation) any rights which the Company may have (i) under any agreement with CREST or CRESTCo Limited and/or (ii) to require delivery by CREST of any Charged Shares to, or to the order of, the Company; and
- (iii) all rights of whatever nature which the Company may now have or hereafter acquire as against a custodian in respect of any Charged Shares held in such custodian's account with CREST including (but without limitation) any rights which the Company may have (i) under any agreement with such custodian relating to the use of such account and/or (ii) to require delivery by such custodian of any Charged Shares to, or to the order of, the Company;

"Charging Companies" means the Initial Charging Company and any company which accedes to the terms of the Debenture pursuant to the terms of a duly executed Deed of Accession (each a **"Charging Company"**);

"Collections Accounts" has the meaning ascribed to that term in clause 12.1.2.1 of the Debenture;

"Declared Default" means an Event of Default that is continuing and in respect of which notice has been given by the Agent to the Principal Borrower in accordance with clause 24.2 of the Facilities Agreement;

"Deed of Accession" means a deed of accession to the Debenture in the form set out at Schedule 5 to the Debenture;

"Encumbrance" includes (a) any mortgage, pledge, lien, charge, standard security, assignation, assignment by way of security, hypothecation or other security interest securing any obligation of any person, (b) any arrangement under which money or claims to, or the benefit of, a bank or other account may be applied, set off or made subject to a combination of accounts so as to affect the discharge of any such money owed or payable to any person or (c) any other type of preferential arrangement (including any title transfer and retention arrangement) having a similar effect;

"Event of Default" means any of the events specified in clause 24 of the Facilities Agreement;

"Facilities Agreement" means the facilities agreement dated 10 September 2002 and made between, inter alia, the Principal Borrower (1), the Agent (2), the Security Trustee (3) and the Banks (4) pursuant to which the Banks have agreed to make certain facilities available to the Principal Borrower and others;

"Group" means, at any time, the Principal Borrower and its Subsidiaries at such time (each a **"Group Company"**);

"Group Banking Documents" has the meaning given to that term in the Facilities Agreement;

"Initial Charging Company" means Taveta Investments Limited;

"Insurances" means the policies of insurance in which the Company has an interest from time to time save for third party liability insurances;

"Intellectual Property" means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Company, in or relating to registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registerable business names and any other rights of every kind deriving from or through the exploitation of any of the aforementioned rights of the Company;

"Intercreditor Deed" means the intercreditor deed dated 10 September 2002 and made between the Principal Borrower (1), the Agent (2), the Banks (3), the Security Trustee (4) and the Subordinated Bondholders named therein (5);

"Investments" means shares, certificates of deposit, debentures and other investments as defined in part II of schedule II to the Financial Services and Markets Act 2000;

"Permitted Disposals" means any disposal permitted by clause 22.4 of the Facilities Agreement;

"Permitted Encumbrances" means:

- (i) a lien or right of set-off arising in the ordinary course of business, solely by operation of law, provided that any such lien is discharged within 90 days of arising;
- (ii) an Encumbrance which the Agent has at any time in writing agreed shall be a Permitted Encumbrance;
- (iii) Encumbrances arising under the Banking Documents;
- (iv) any Encumbrance over or affecting (i) any asset acquired by the Company after the date of the Debenture and subject to which such asset is acquired or (ii) any asset of any company which becomes a Charging Company after the date of the Debenture, where such Encumbrance is created prior to the date on which such company becomes a Charging Company, provided that, in any case:
 - (a) such Encumbrance was not created in contemplation of the acquisition of such asset by a member of the Group or the acquisition of such company;
 - (b) the amount thereby secured has not been increased in contemplation of, or since the date of, the acquisition of such asset by a member of the Group or the acquisition of such company; and
 - (c) such Encumbrance is removed or discharged within three months of the date of acquisition of such asset or such company becoming a member of the Group;

(v)

- (a) any netting or set-off arrangement entered into by any member of the Group in the normal course of its banking arrangements with any clearing bank for the purpose of netting debit and credit balances on bank accounts of members of the Group operated on a net balance basis;
- (b) any netting or set-off arrangements under a hedging agreement where the obligations of other parties thereunder are calculated by reference to net exposure thereunder (but not any netting or set-off relating to such hedging agreement in respect of cash collateral or any other Encumbrance except as otherwise permitted hereunder);
- (vi) any Encumbrance in favour of the Ancillary Bank over goods and documents of title to goods arising in the ordinary course of letter of credit transactions entered into in the ordinary course of trade;
- (vii) Encumbrances created by court order or as security for costs in proceedings being pursued in good faith;
- (viii) Encumbrances over assets the subject of a finance lease securing such finance lease debt permitted pursuant to the Facilities Agreement;
- (ix) any Encumbrances created with the prior consent of the Majority Banks (as such term is defined in the Facilities Agreement);
- (x) any rights of set-off arising in the ordinary course of trading activities;
- (xi) any Encumbrance created over an escrow account set up for the purpose of a disposal of an asset;
- (xii) any Encumbrances over or affecting any assets of any member of the Target Group as (as such term is defined in the Facilities Agreement) at the Unconditional Date (as such term is defined in the Facilities Agreement) provided that the aggregate indebtedness secured by Encumbrances does not, at any time, exceed £20,000,000
- (xiii) any Encumbrances arising solely as a result of a title retention clause in a supply agreement entered into by any Group Company, or arising under conditional sale or hiring agreements in respect of goods supplied to the Group in the ordinary course of business; and
- (xiv) in the period commencing on the date of the Debenture and ending on the first Drawdown Date (as such term is defined in the Facilities Agreement), Encumbrances constituted by the Continuing Pre-Whitewash Security (as such term is defined in the Facilities Agreement);
- (xv) any Encumbrance which is granted in favour of BoS in respect of the Target Pre-Whitewash Working Capital Facility (as such term is defined in the Facilities Agreement); and
- (xvi) any Encumbrance over or affecting 214 Oxford Street, London as at the Unconditional Date

"Principal Borrower" means Taveta Investments Limited;

"Receivables" means:

- (i) all present and future book and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts recoverable or receivable by the Company from other persons or due or owing to the Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever);
- (ii) the benefit of all rights and remedies relating to any of the foregoing including, without limitation, claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, guarantees, indemnities, Encumbrances, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights; and

(iii) all proceeds of any of the foregoing;

"Receiver" means any receiver, receiver and manager or administrative receiver appointed by the Security Trustee under the Debenture;

"Related Rights" means, in relation to any Investments or Charged Shares, all dividends, distributions and other income paid or payable on the relevant Investment or Charged Shares (as the case may be), together with (a) all shares or other property derived from the relevant Investment or Charged Shares (as the case may be) and (b) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to the relevant Investment or Charged Shares (whether by way of conversion, redemption, bonus, preference, option or otherwise);

"Security Beneficiaries" means the Agent, the Security Trustee and the Banks (each a **"Security Beneficiary"**); and

"Security Documents" means the documents which are from time to time entered into by any Group Company in favour of the Security Trustee (or any Security Beneficiary), as security for any and all monies and liabilities due, owing or incurred by any Group Company to the Security Beneficiaries (or any of them) (each a **"Security Document"**).

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04464926

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND DEBENTURE DATED THE 10th SEPTEMBER 2002 AND CREATED BY TAVETA INVESTMENTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH CHARGING COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND (IN ITS CAPACITY AS SECURITY TRUSTEE FOR THE SECURITY BENEFICIARIES (THE SECURITY TRUSTEE)) UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 16th SEPTEMBER 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th SEPTEMBER 2002 .



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —