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*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

2672031

2672031

Name of company

* EDE'S (UK) LIMITED (the "Chargor")

Date of creation of the charge

22 August 2000

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

A Debenture dated 22 August 2000 between the Chargor and The Governor
and Company of the Bank of Scotland (the "Chargee") (the "Debenture")

Amount secured by the mortgage or charge

All or any monies and all liabilities due, owing or incurred in
whatsoever manner to the Chargee by the Chargor, whether actually or
contingently, solely or jointly and whether as principal or surety and
whether or not the Chargee shall have been an original party to the
relevant transaction, and including interest, discount, commission and
other lawful charges or expenses which the Chargee may in the course of
its business charge or incur in respect of any of those matters or for
keeping the Chargor's account and so that interest shall be computed and
compounded according to the usual Chargee rates and practice as well
after as before any demand made or decree obtained under the Debenture
(the "Secured Liabilities")

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

The Governor and Company of the Bank of Scotland, West End London
Business Centre, St James Gate, 14-16 Cockspur Street, London

Postcode SW1Y 5BL

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

Barlow Lyde & Gilbert
Beaufort House
15 St. Botolph Street
London
EC3A 7NJ

Time critical reference

1257600/9161.8/DG/3.10

For official Use
Mortgage Section

Post room



Please see Schedule

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Particulars as to commission allowance or discount (note 3)

N/A

Signed

Sarlow Hyde + Griffiths

Date

25 / 8 / 2000

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 CF14 3UZ

DEBENTURE DATED 22 AUGUST 2000

SCHEDULE 1

- 1 The Chargor charged to the Chargee as a continuing security and with full title guarantee for the payment or discharge of the Secured Liabilities:-
 - 1.1 by way of legal mortgage all the freehold and leasehold property vested in it whether or not the title to the property is registered at HM Land Registry together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
 - 1.2 by way of fixed charge:-
 - 1.2.1 all future freehold and leasehold property belonging to the Chargor together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
 - 1.2.2 all present and future interests of the Chargor in or over land or the proceeds of sale of it and all present and future licences of the Chargor to enter upon or use land and the benefit of all other agreements relating to land to which it is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property charged under the Debenture;
 - 1.2.3 all the Chargor's goodwill and uncalled capital for the time being;
 - 1.2.4 all present and future stocks, shares and other securities owned (at law or in equity) by the Chargor and all rights and interests accruing or offered at any time in relation to them, all rights and interests in and claims under all policies of insurance and assurance held or to be held by or insuring to the benefit of the Chargor and the benefit of all rights and claims to which the Chargor is or may be entitled under any contracts;
 - 1.2.5 all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Chargor or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the

DEBENTURE DATED 22 AUGUST 2000

SCHEDULE 1

Chargor or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;

1.2.6 all present and future book and other debts and monetary claims of the Chargor whether payable now or in the future and the benefit of all present and future rights and claims of the Chargor against third parties relating to them and capable of being satisfied by the payment of money (save as charged under sub-clause 3.1.2.4 of the Debenture);

1.2.7 all present and future plant and machinery not otherwise charged under Clause 3 of the Debenture and all other present and future chattels of the Chargor (excluding any of the same for the time being forming part of the Chargor's stock in trade or work in progress); and

1.2.8 all present and future bank accounts, cash at bank and credit balances of the Chargor with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest); and

1.3 by way of floating charge the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Chargor (the "Assets") not effectively otherwise charged by Clause 3 of the Debenture, including (without limitation) any immovable property of the Chargor in Scotland and any Assets in Scotland falling within any of the types mentioned in sub-clause 3.1.2 of the Debenture, but so that the Chargor is prohibited from creating any fixed security or mortgage or any other floating charge over the Assets having priority over or ranking *pari passu* with the floating charge created by sub-clause 3.1.3 of the Debenture (otherwise than in favour of the Chargee) and the Chargor will have no power without the consent of the Chargee to part with or dispose of any part of those Assets except by way of sale in the ordinary course of its business.

2 There is a restriction in the Debenture on the Chargor, without the previous written consent of the Chargee:-

2.1 creating or attempting to create or permitting to subsist any mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or encumbrance on any Asset charged under the Debenture; or

2.2 disposing of or parting with possession in any way (except on the determination of any lease, tenancy or licence) or share occupation of any Asset; or

DEBENTURE DATED 22 AUGUST 2000

SCHEDULE 1

2.3 in any way disposing of the equity of redemption of any such Asset or any interest in any such Asset

and the Chargor covenanted to apply to the Chief Land Registrar for a restriction to be entered on the register of title of all present and future registered freehold and leasehold property of the Chargor in the following terms:-

"Except under an order of the Registrar no disposition by the proprietor of the land is to be registered without the consent of the proprietor for the time being of the charge hereby created".



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02672031

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 22nd AUGUST 2000 AND CREATED BY EDE'S (UK) LTD. 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 UNDER THE DEBENTURE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 26th AUGUST 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31st AUGUST 2000.

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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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