

# M

COMPANIES FORM No 395

Barclays - £80x8  
059944

## Particulars of a mortgage or charge

# 395

CHFP000

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

Please do not write  
in this margin

Pursuant to section 395 of the Companies Act 1985

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

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

For Official use

Company Number

173691



\*insert full name of  
company

Name of Company

\* Waddington Limited (the "Company")

Date of creation of the charge

31 May 2000

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

Fixed and Floating Security Document (the "Debenture")

Amount secured by the mortgage or charge

The "Liabilities", which are defined in the Debenture as meaning all present and future moneys, debts and liabilities due, owing or incurred by each Chargor to any Secured Party under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise).

Name and address of the mortgagees or persons entitled to the charge

HSBC Investment Bank plc (as security trustee for the benefit of the Secured Parties) (the

"Security Trustee")

Vintners Place, 68 Upper Thames Street, London

Postcode

EC4V 3BJ

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

Linklaters  
One Silk Street  
London EC2Y 8HQ  
Tel: 0171 456 2000  
(extension 4432/4483)

Ref: SRYT/HN

Time critical reference

For official Use  
Mortgage Section

Post room



(PLEASE SEE ATTACHED CONTINUATION SHEET)

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

*Linklaters*

Date

*12/6/00*

On behalf of ~~company/mortgagee/chargee~~

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payable to  
Companies House in  
respect of each  
register entry for a  
mortgage or charge.  
† Delete as appropriate

**Note**

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 including 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:-

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

**Short particulars of all the property mortgaged or charged**

- 1 Fixed Charges:** Each Chargor, with full title guarantee and as security for the payment of all Liabilities (whether of that or any other Chargor), charges in favour of the Security Trustee (as trustee for the Secured Parties):
- (a) by way of first legal mortgage, all Real Property in England and Wales (including that described in Schedule 3 (*Real Property*) to the Debenture) belonging to it at the date of the Debenture;
  - (b) by way of first fixed equitable charge, all other Real Property belonging to it at the date of the Debenture and all Real Property acquired by it thereafter; and
  - (c) by way of first fixed charge, all its present and future:
    - (i) Book Debts;
    - (ii) Bank Accounts;
    - (iii) Investments (including the shares described in Schedule 4 (*Investments*) to the Debenture);
    - (iv) uncalled capital and goodwill;
    - (v) Intellectual Property (including that described in Schedule 5 (*Intellectual Property*) to the Debenture);
    - (vi) beneficial interest in any pension fund;
    - (vii) plant and machinery (except that mortgaged or charged by paragraph 1(a) or 1(b) above); and
    - (viii) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits.
- 2 Floating Charge:** Each Chargor, with full title guarantee and as security for the payment of all Liabilities (whether of that or any other Chargor), charges in favour of the Security Trustee (as trustee for the Secured Parties) by way of first floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by paragraph 1 (*Fixed Charges*) above).

**Note (1):** The Debenture provides that:

- 1 Security:** No Chargor shall create or permit to subsist any Security over the Charged Assets, nor do anything else prohibited by Clause 23.3 (*Negative pledge*) of the Facility Agreement, except as permitted by that Clause.
- 2 Disposal:** No Chargor shall (nor shall any Chargor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of the Charged Assets except as permitted by Clause 23.5 (*Disposals*) of the Facility Agreement.
- 3 Conversion by Notice:** The Security Trustee may convert any floating Charge into a fixed Charge (either generally or specifically) by notice to the relevant Chargor specifying the relevant Charged Assets:
  - (a) if it considers in its reasonable opinion that those Charged Assets are in danger of being seized or sold under any form of distress, attachment or other legal process or to be otherwise in jeopardy; and/or

**Short particulars of all the property mortgaged or charged**

- (b) after an Enforcement Event occurs.

**4 Automatic Conversion: If:**

- (a) any Chargor takes any step to create any Security in breach of Note (1) paragraph 1 (*Security*) above over any of the Charged Assets not subject to a fixed Charge; or
- (b) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge.

**Note (2):** In this Form, except to the extent that the context requires otherwise:

**"Accession Letter"** means a document substantially in the form set out in Part I of Schedule 6 (*Form of Accession Letter*) to the Facility Agreement (for use by companies to accede as a guarantor under the Facility Agreement).

**"Affiliate"** means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

**"Agent"** means HSBC Investment Bank PLC as agent of the Lenders.

**"Arranger"** means HSBC Investment Bank PLC.

**"Bank Accounts"** of a Chargor means all current, deposit or other accounts with any bank or financial institution in which it at the date of the Debenture or thereafter has an interest and (to the extent of its interest) all balances at the date of the Debenture or thereafter standing to the credit of those accounts.

**"Book Debts"** of a Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), at the date of the Debenture or thereafter due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind.

**"Charged Assets"** means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets.

**"Charges"** means all or any of the Security created or expressed to be created by or pursuant to the Debenture.

**"Chargors"** means the companies listed in Schedule 1 to the Debenture as the Chargors (which are set out in Note (3) to this Form, and include the Company).

**"Enforcement Event"** means:

- (a) any corporate action, legal proceedings or other procedure or step is taken in relation to the administration of any Chargor; or
- (b) the giving of notice by the Agent pursuant to Clause 24.16 (*Acceleration*) of the Facility Agreement.

**"Facility Agreement"** means the facility agreement dated 3<sup>rd</sup> April, 2000 between John Mansfield, the Arranger, the Lenders named in that agreement, the Agent and the Security Trustee.

**Short particulars of all the property mortgaged or charged**

**"Fee Letter"** means any letter or letters dated on or about the date of the Facility Agreement between, as the case may be, the Arranger and John Mansfield, the Agent and John Mansfield or the Security Trustee and John Mansfield setting out any of the fees referred to in Clause 13 (*Fees*) of the Facility Agreement.

**"Finance Document"** means the Facility Agreement, any Fee Letter, any Accession Letter, any Hedging Counterparty Accession Letter, any Security Document, the Hedging Letter, the Syndication Letter, any other document designated as such by the Agent and the Company and (where so indicated in the Facility Agreement and wherever used in any Security Document) any Hedging Agreement.

**"Finance Party"** means the Agent, the Security Trustee, the Arranger or a Lender.

**"Fixtures"** means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus.

**"Hedging Agreement"** means any interest rate and /or currency management agreement entered into by John Mansfield with a Hedging Counterparty and in respect of which that Hedging Counterparty has acceded to the Facility Agreement in accordance with Clause 25.7 (*Hedging Counterparties*) of the Facility Agreement.

**"Hedging Counterparty"** means any Lender or any Affiliate of a Lender which becomes a Hedging Counterparty in accordance with Clause 25.7 (*Hedging Counterparties*) of the Facility Agreement.

**"Hedging Counterparty Accession Letter"** means a document substantially in the form set out in Part II of Schedule 6 (*Form of Hedging Counterparty Accession Letter*) of the Facility Agreement.

**"Hedging Letter"** means a letter dated on or about the date of the Facility Agreement between the Arranger and John Mansfield setting out the hedging strategy agreed between them in relation to the funding requirements of John Mansfield and its Subsidiaries.

**"Holding Company"** means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

**"Insurances"** of a Chargor means all contracts and policies of insurance of any kind at the date of the Debenture or thereafter taken out by or on behalf of it or (to the extent of its interest) in which it at date of the Debenture or thereafter has an interest.

**"Intellectual Property"** of a Chargor means all patents, designs, copyrights, topographies, trademarks, trading names, rights in confidential information and know-how, and any associated or similar rights, which it at the date of the Debenture or thereafter owns or (to the extent of its interest) in which it at the date of the Debenture or thereafter has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same).

**"Investments"** of a Chargor means:

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit);
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments;

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- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person); and
- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

including all shares in any Subsidiaries and in each case at the date of the Debenture or thereafter owned by it or (to the extent of its interest) in which it at the date of the Debenture or thereafter has an interest.

**"John Mansfield"** means John Mansfield Group PLC.

**"Lender"** means:

- (a) any Original Lender; and
- (b) any bank or financial institution which has become a Party in accordance with Clause 25 (*Changes to the Lenders*) of the Facility Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement.

**"Liabilities"** of a Chargor means all present and future moneys, debts and liabilities due, owing or incurred by it to any Secured Party under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise).

**"Original Lenders"** means the financial Institutions listed in Schedule 1 of the Facility Agreement as lenders (being HSBC Investment Bank PLC and Lloyds TSB Bank plc).

**"Party"** means a party to the Facility Agreement and includes its successors in title, permitted assigns and permitted transferees.

**"Real Property"** means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon).

**"Secured Party"** means a Finance Party or a Hedging Counterparty.

**"Security"** means a mortgage, charge, pledge, lien, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

**"Security Document"** means the Debenture and any other security document that may at any time be given as security for any of the Liabilities pursuant to or in connection with any Finance Document.

**"Subsidiary"** means a subsidiary within the meaning of Section 736 of the Companies Act 1985.

**"Syndication Letter"** means a letter designated as such dated 3<sup>rd</sup> April, 2000 between the Arranger and John Mansfield.

Any reference in this Form to:

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### Short particulars of all the property mortgaged or charged

"assets" includes present and future properties, revenues and rights of every description;

a "Finance Document" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended or novated;

a "person" includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing; and

"rights" includes rights, authorities, discretions, remedies, liberties, powers, easements, quasi-easements and appurtenances (in each case, of any nature whatsoever).

**Note 3:** The companies listed in Schedule 1 (*The Chargors*) to the Debenture are as follows:

Name of Chargor	Registration number
(1) Waddington Limited	173691
(2) Waddington Jaycare Limited	654833
(3) John Waddington Properties Limited	2626734
(4) Waddington Chorleys Limited	738006
(5) Waddington Howitt Limited	1061983
(6) Waddington Labels Limited	148498
(7) John Howitt Group Limited	1971399
(8) Communisis Limited	1601571
(9) Waddingtons House Limited	SC 005703

**Note 4:** The Real Property specified in Schedule 3 (*Real Property*) to the Debenture in respect of the Company is as follows:

Flat 18, 36 Curzon Street, London W1 with registered title number NGL695533 - 150 years lease from 24<sup>th</sup> June, 1985.

**Note 5:** The Investments specified in Schedule 4 (*Investments*) to the Debenture in respect of the Company are as follows:

- 1 **WADDINGTON JAYCARE LIMITED**  
3 £1 ordinary shares (with MK Young)
- 2 **JOHN WADDINGTON PROPERTIES LIMITED**  
1 £1 ordinary share (with MK Young)
- 3 **WADDINGTON CHORLEYS LIMITED**  
3 £1 ordinary shares (with MK Young)
- 4 **WADDINGTON LABELS LIMITED**
  - 4.1 469,999 £1 ordinary shares
  - 4.2 1 £1 ordinary share (with MK Young)

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- 5 JOHN HOWITT GROUP LIMITED**
  - 491,244 25p ordinary shares
- 6 COMMUNISIS LIMITED**
  - 6.1** 6,782,574 10p ordinary shares
  - 6.2** 1 10p ordinary share (with MK Young)
- 7 WADDINGTONS HOUSE LIMITED**
  - 7.1** 4,972,500 25p ordinary shares
  - 7.2** 400 25p "A" shares
  - 7.3** 1 25p ordinary share (with MK Young)
- 8 HOUSE OF DUBREQ LIMITED**
  - 8.1** 1,499 £1 ordinary shares
  - 8.2** 1 £1 ordinary share (with MK Young)
- 9 JOHN WADDINGTON INVESTMENTS LIMITED**
  - 9.1** 199 £1 ordinary shares
  - 9.2** 1 £1 ordinary share (with MK Young)



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### Short particulars of all the property mortgaged or charged

**Note 6:** The Intellectual Property specified in Schedule 5 (*Intellectual Property*) to the Debenture in respect of the Company is as follows:

#### 1. Patents

FILE	PROPRIETOR	SHORT TITLE	CNTRY	APP#	APP DTE	PUB#	PAY DTE	Advsr	STAT
4864DIVI-JP	John Waddington PLC	Self adhesive labels and manufactur	JAPAN	5-48209	09-03-1993			JD	A
4864-JP	John Waddington PLC	Self adhesive labels	JAPAN	57-221080	15-12-1982			JD	A
5593-JP	John Waddington PLC	Applying labels to articles	JAPAN	61-259596	29-10-1986			JD	A
5671-JP	John Waddington PLC	Mono-Web neck label application	JAPAN	62-63698	18-03-1987			JD	A
5985-GB	Waddington PLC	Mono-Web protected print	UNITED KING	8829128.1	14-12-1988	2212133	14-12-1988	JD	G
6158-JP	John Waddington PLC	On demand label applicator	JAPAN	1-511687	01-11-1989				
6158-PCT	John Waddington PLC	On demand label applicator	PCT	PCT/GB89/ 0	01-11-1989				

**Key:**

A = Application  
G = Granted

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## Short particulars of all the property mortgaged or charged

### 2 Trade Marks

FILE	PROPRIETOR	MARK	COUNTRY	CLASSES	APP#	APP DTE	REGN#	RENEWA	STA
0699-GB	Waddington PLC	WADDINGTONS	UNITED KINGDOM	16			993517	08-04-2006	G
0700-GB	Waddington PLC	WADDINGTONS	UNITED KINGDOM	28			973518	08-04-2006	G
0763-GB	Waddington PLC	JW DEVICE	UNITED KINGDOM	16		28-09-1971	980988	28-09-2006	G
0764-GB	Waddington PLC	JW DEVICE	UNITED KINGDOM	28		28-09-1971	988989	28-09-2006	G
1941-GB	Waddington PLC	WADDINGTONS HOUSE OF	UNITED KINGDOM	28			1097487	21-06-2009	G
2144-GB	Waddington PLC	WADDINGTONS DEVICE	UNITED KINGDOM	16			1115009	28-05-2010	G
2145-GB	Waddington PLC	WADDINGTONS DEVICE	UNITED KINGDOM	28			1115010	29-05-2010	G
3679-GB	Waddington PLC	WADDINGTONS CLUE	UNITED KINGDOM	28			1249071	24-08-2006	G
4918-GB	Waddington PLC	WADDINGTONS	UNITED KINGDOM	16			1444239	17-10-2007	G
5704-GB	Waddington PLC	WADDINGTONS	UNITED KINGDOM	16			1550074	09-10-2000	G
5705-GB	Waddington PLC	WADDINGTONS	UNITED KINGDOM	17			1550075	09-10-2000	G
5706-GB	Waddington PLC	WADDINGTONS	UNITED KINGDOM	20			1550076	09-10-2000	G
5707-GB	Waddington PLC	WADDINGTONS	UNITED KINGDOM	21			1550077	09-10-2000	G
B115-DK	John Waddington PLC	WADDINGTONS	DENMARK	16,28			2391-75	06-06-2005	G
B116-IE	John Waddington PLC	WADDINGTONS	IRELAND	28			85866	07-08-2008	G
B117-IE	John Waddington PLC	WADDINGTONS	IRELAND	16			85865	07-08-2008	G

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FILE	PROPRIETOR	MARK	COUNTRY	CLASSES	APP#	APP DTE	REGN#	RENEW#	STA
B118-LB	John Waddington PLC	WADDINGTONS	LEBANON	16,28			63143	07-04-2004	G
B146-CH	John Waddington PLC	WADDINGTONS MONO-WEB	SWITZERLAND	7,16	4958	20-08-1985	347392	12-03-2006	A
B148-DE	John Waddington PLC	MONO-WEB	GERMANY		W354177WZ	16-08-1985	1096394	16-08-2005	G
B500-HK	John Waddington PLC	WADDINGTONS	HONG KONG	28	2562/85	24-07-1985	601 of 1987	24-07-2006	G
B501-SG	John Waddington PLC	WADDINGTONS	SINGAPORE	28	S/2778/85	24-06-1985	2778/85	24-06-2002	G
B502-MY	John Waddington PLC	WADDINGTONS	MALAYSIA	28	MA/2892/85	09-07-1985	MA/2892/85	09-07-2006	G
B503-IE	John Waddington PLC	WADDINGTONS PLAYING	IRELAND	16	B48037	15-08-1977	B48037	15-08-2005	G
B520-CH	John Waddington PLC	MONO-WEB	SWITZERLAND	7,16	4958	20-08-1985			A
C104-BX	John Waddington PLC	WADDINGTONS	BENELUX	16,28			073893	05-11-2007	G
C105-CA	John Waddington PLC	WADDINGTONS	CANADA				205938	21-03-2005	G
C106-FR	John Waddington PLC	WADDINGTONS	FRANCE	16,28			1659047	30-04-2001	G
C196-IT	John Waddington PLC	WADDINGTONS HOUSE OF	ITALY	28	34772 c/75	17-09-1975	741308	17-09-2005	G
C499-BX	John Waddington PLC	MONO-WEB	BENELUX		54.089	14-08-1985	411873	14-08-2005	G
C525-NZ	John Waddington PLC	MONO-WEB	NEW ZEALAND	7	166945	05-08-1986	B166945	05-08-2007	G
C526-NZ	John Waddington PLC	MONO-WEB	NEW ZEALAND	16	166946	16-08-1986	B666946	05-08-2007	G
D491-JP	John Waddington PLC	MONO-WEB	JAPAN	25	1-85309	24-07-1989	2399351	30-10-2004	G
E491-CA	John Waddington PLC	WADDINGTONS TEACHER	CANADA				304853	21-06-2000	G

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FILE	PROPRIETOR	MARK	COUNTRY	CLASSES	APP#	APP DTE	REGN#	RENEWA	STA
E492-CA	John Waddington PLC	WADDINGTONS CREATE-A	CANADA				310477	17-04-2001	G
E493-CA	John Waddington PLC	WADDINGTONS WORLD O	CANADA				317349	15-08-2001	G
F649-NZ	John Waddington PLC	WADDINGTONS	NEW ZEALAND	28	243270	18-11-1994	243270	18-11-2001	G
F656-ZA	John Waddington PLC	WADDINGTONS	S. AFRICA	28	94/12812	22-11-1994	B94/12812	22-11-2004	G
G599-CTM	Waddington PLC	WADDINGTON CARTON M	EEC	16,20,42	441469	19-12-1996	441469	19-12-2006	G
G600-CTM	Waddington PLC	WADDINGTON PLC	EEC	8,16,17,20,21,3	441402	19-12-1996	441402	19-12-2006	G
G601-CTM	Waddington PLC	WADDINGTON DATA DOC	EEC	16,42	441576	19-12-1996	441576	19-12-2006	G
G602-CTM	Waddington PLC	WADDINGTON ZND	EEC	16,42	441550	19-12-1996	441550	19-12-2006	G
G603-CTM	Waddington PLC	WADDINGTON JOHNSEN &	EEC	20,21	441535	19-12-1996	441535	19-12-2006	G
G604-CTM	Waddington PLC	WADDINGTON ARCOL	EEC	17,42	441493	19-12-1996			P
G605-CTM	Waddington PLC	WADDINGTON CHORLEYS	EEC	16,35,42	441428	19-12-1996			F
G607-CTM	Waddington PLC	WADDINGTON & CROSS D	EEC	16,20,21	441618	19-12-1996	441618	19-12-2006	G
G608-CTM	Waddington PLC	WADDINGTON LABELS	EEC	16,42	441451	19-12-1996	441451	19-12-2006	G

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00173691

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY DOCUMENT DATED THE 31st MAY 2000 AND CREATED BY WADDINGTON LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE SECURED PARTIES (AS DEFINED) ON ANY ACCOUNT WHATSOEVER UNDER OR IN CONNECTION WITH ANY FINANCE DOCUMENT (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 12th JUNE 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th JUNE 2000.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



COMPANIES HOUSE

HC Pan.