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COMPANIES FORM No. 395

Particulars of a mortgage or charge

AC.
00600674/10
395

Please do not write
in this margin

Pursuant to section 395 of the Companies Act 1985

CHA 267

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

To the Registrar of Companies

For official use

Company number

00178367

Name of company

* J D WILLIAMS & COMPANY LIMITED (the "Chargor")

* insert full name
of company

Date of creation of the charge

7 June 2002

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

Deed of Charge and Assignment (the "Deed") dated 7 June 2002 between the Chargor, NB Finance (the "Originator"), Homeshop Participant Limited (the "Participant") and Reliable Collections Limited ("RCL")

Amount secured by the mortgage or charge

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

Norton Rose
Kempson House
Camomile Street
London EC3A 7AN

JGFW/AA11290/BD-#457224-v2

Time critical reference

For official Use
Mortgage Section

Post room



Norton Rose

Amount secured by the mortgage or charge

All moneys, obligations and liabilities now or hereafter due, owing or incurred by the Chargor to the Participant under or pursuant to the Receivables Participation Agreement, the Fees Letter, the Deed and/or the relevant Scottish Assignment in Security when the same become due for payment or discharge but subject to clauses 8.2 and 8.6 of the Receivables Participation Agreement the Participant expressly acknowledges the limited recourse nature of the Originator's obligations in accordance with the Receivables Participation Agreement. These obligations shall include (without limitation):

- (a) all liabilities under or in connection with foreign exchange transactions, interest rate swaps and other arrangements entered into for the purpose of limiting exposure to fluctuations in interest or exchange rates; and
- (b) interest (both before and after judgment) to date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Participant in relation to any such monies, obligations or liabilities or generally in respect of the Chargor or the Originator and the transactions contemplated by the Receivables Participation Agreement,

(the "Secured Obligations").

Definitions:

"Fees Letter" means the fees letter dated 31 May 2002 from HSBC Investment Bank plc (the "Agent and Arranger") to the Originator describing the fees arrangements;

"Receivables Participation Agreement" means the receivables participation agreement dated 31 May 2002 between the Originator, the Chargor, N Brown Group plc (the "Parent"), the Arranger, HSBC Fund Administration (Ireland) Limited (the "Manager") and the Participant;

"Scottish Assignations in Security" means the Scottish assignations in security dated 7 June 2002 and made between (a) the Originator, the Chargor and the Participant and (b) the Chargor and the Participant and "Scottish Assignment in Security" means any one of them;

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

Homeshop Participant Limited

Registered office: 26 New Street, St Helier, Jersey, JE2 3RA

Short particulars of all the property mortgaged or charged

The Chargor, at the direction of the Originator, charges to the Participant by way of first fixed charge with limited title guarantee as as the legal owner and as a continuing security for the payment and discharge of the Secured Obligations the following assets, both present and future, from time to time owned by it or in which it may from time to time have an interest:

Short particulars of all the property mortgaged or charged

- (a) all right, title and interest in and to the applicable Charged Monies;
- (b) all book and other debts, revenues and claims, whether actual or contingent, present or future whether arising under contracts or in any other manner whatsoever relating to and forming the Funded Receivables from time to time; and
- (c) all its right title and interest in and to the Relevant Contracts and the Ancillary Receivable Rights (each as defined in the Master Definitions Schedule) relating thereto.

Covenants

The Chargor covenants that, subject to clause 7.2 of the Deed, it will not without the prior written consent of the Participant:

- (a) create or attempt to create or permit to subsist in favour of any person other than the Participant any encumbrance (except encumbrances arising by operation of law in the ordinary course of trading) on or affecting the Fixed Charge Assets (as defined in the Deed) or any part thereof otherwise than as required or permitted by the terms of the Receivables Participation Agreement;
- (b) dispose of the relevant Fixed Charge Assets (as defined in the Deed) or any part thereof or attempt or agree so to do except in the case of disposals permitted by the terms of the Receivables Participation Agreement; or
- (c) (without prejudice to the generality of the foregoing) withdraw or attempt to withdraw any Collections or any amounts in respect of Funded Receivables standing to the credit of any account, except in accordance with the provisions of the Deed and the Receivables Participation Agreement or otherwise with the written consent of the Participant.

Definitions

"Charged Monies" means the Collections and amounts collected in respect of Funded Receivables credited to, and for the time being standing to the credit of any bank account or other account whether in the name of any of the Receivables Sellers, RCL, the Originator or the Chargor or with any other person including the Seller Collection Account, the Girobank Seller Collection Accounts (including for the avoidance of doubt any monies which are the subject of redirection to the Girobank Seller Collection Accounts), the Originator Collection Account and the Seller Money Market Account (each as defined in the Master Definitions Schedule) (but excluding for the avoidance of doubt, the Originator Operating Account) and all interest and other amounts from time to time payable in respect of, or accruing to, such accounts;

"Co-operation Agreement" means the co-operation agreement dated 29 May 2002 between the Chargor and the Originator setting out certain provisions concerning the application of the Factoring Agreement to Funded Receivables;

"Collections" means in relation to any Funded Receivable all cash collections and other cash

Short particulars of all the property mortgaged or charged

proceeds thereof (including, if applicable, insurance proceeds) which the Originator records in its debtor ledger in the ordinary course of business as receipts in respect of amounts owed in respect of such Receivable and net proceeds of sale or other disposition of repossessed goods or other collateral or property of the related Debtor (as defined in the Master Definitions Schedule) or any other party directly or indirectly liable for payment of such Receivable and available to be applied thereto and each amount deemed to have been received or treated as a collection pursuant to the Receivables Participation Agreement;

"Factoring Agreement" means the factoring agreement dated 26 February 1998 made between the Chargor and the Originator (as it takes effect in accordance with the provisions of the Co-operation Agreement);

"Debts" means all book and other debts, revenues and claims, whether actual or contingent, present or future whether arising under contracts or in any other manner whatsoever relating to and forming the Funded Receivables from time to time;

"Funded Receivables" means all Receivables which have been the subject of a payment pursuant to a Receivables Offer other than any such Receivables which have been released from the security created by the Deed and/or the Scottish Assignations in Security, the Scottish Supplemental Assignations in Security or any Scottish Post Transfer Assignment in Security as provided for in the Receivables Participation Agreement;

"Master Definitions Schedule" means the master definitions schedule dated 31 May 2002 between the Originator, the Chargor, the Parent, RCL, the Participant, Homeshop Lender Limited, Regency Assets Limited, Regency Markets No. 1, LLC, the Manager, the Agent and Arranger, HSBC Bank plc and certain financial institutions;

"Receivable" means any receivable: (a) owed to the Originator; and (b) relating to sale and/or supplies of goods or services to consumers; and (c) in respect of which an invoice has been issued or which has been notified by account statement; and (d) in respect of which a payment is due from the Debtor (as defined in the Master Definitions Schedule) within 30 days except in the case of Extended Term Receivables (as defined in the Master Definitions Schedule); (e) which relate to a Relevant Contract (as defined in the Master Definitions Schedule) sold by the Chargor to the Originator pursuant to the Factoring Agreement;

"Receivables Offer" means any offer made by the Originator to the Participant to participate in Receivables in accordance with the terms of the Receivables Participation Agreement.

Particulars as to commission allowance or discount (note 3)

Nil

Signed Norton Rose

Date 24.6.2002

On behalf of mortgagee/chargee

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.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00178367

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF CHARGE AND ASSIGNMENT DATED THE 7th JUNE 2002 AND CREATED BY J.D. WILLIAMS & COMPANY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO HOMESHOP PARTICIPANT LIMITED 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 24th JUNE 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th JUNE 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —