

M

Please do not
write in
this margin

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

CHA 116

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

*insert full name
of company

To the Registrar of Companies

For official use

Company number

[12]

283556

Name of company

* T M SUTTON LIMITED ("COMPANY")

Date of creation of the charge

24 December 1998

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

Guarantee and Debenture ("Debenture") dated 24 December 1998 between (1) the Company and (2) the Agent (as defined below)

Amount secured by the mortgage or charge

All monies, liabilities and obligations of the Company owing from time to time on any account whatsoever to the Lenders and whether now or hereafter due, owing or incurred to the Lenders when the same become due for payment or discharge, whether by acceleration or otherwise and whether such monies, obligations and liabilities are expressed or implied, present or future, actual or contingent, joint or several, incurred as principal or surety and whether unascertained, collateral or unmatured and whether originally owing to the Lenders or otherwise acquired by them, whether denominated in sterling or in any other currency in each case under or pursuant to the Loan Documents (and each of them) (which shall for the avoidance of doubt include the Debenture and the guarantee set out therein and more particularly described below) ("Secured Obligations");
The "Lenders" are (1) Bankboston, N.A. whose registered office is at 39 Victoria Street, London SW1H 0ED and (2) Burdale Financial Limited whose registered office is at 53 Queen Anne Street, London W1; and
The "Loan Documents" are (1) the Loan Agreement between the Agent and the Company dated 24 December 1998 (2) the Debenture and (3) the Keyman Insurance Assignment between the Company and the Agent dated 24 December 1998.

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

Bankboston N.A. (as agent for the Lenders) whose registered office is at
39 Victoria Street, London ("Agent")

Postcode

SW1H 0ED

Presenter's name address and
reference (if any);

JHC
Olswang
90 Long Acre
London
WC2E 9TT
DX: 37972 Exchange Kingsway
371922.1

Time critical reference

For official use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

1. The Company, with full title guarantee, charged to the Agent as agent and trustee for the Lenders by way of fixed charge (and as regards all those parts of the freehold and leasehold property in England and Wales now vested in the Company by way of legal mortgage) 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 the Company or in which the Company may from time to time have an interest:

1.1 all freehold and leasehold property of the Company and all liens, charges, options, agreements, rights and interests in or over land, or the proceeds of sale of land and all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time on such property or land, together with all rights, easements and privileges appurtenant to or benefitting the same including, for the avoidance of doubt but without limitation to the generality of the foregoing, those properties set out in Part 1 of Schedule Three to the Debenture;

1.2 all plant, machinery (other than that charged by Clause 1.1), vehicles, computers and office and other equipment of the Company and the benefit of all contracts and warranties relating to the same;

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

Olswang

Date

31/12/98

On behalf of (company) (mortgagee/chargee) †

† delete as appropriate

- 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.

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

Continuation sheet No. 1
to Form No 395 and 410 (Scot)

CHA 116

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

Company Number

283556

Name of Company

T M SUTTON LIMITED

~~limited~~

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

1.3 all stocks, shares, warrants, bonds and other securities of any kind whatsoever, whether marketable or otherwise, and all other interests (including but not limited to loan capital) in any person including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing, offered, issued or deriving at any time by way of exchange, purchase, substitution, conversion, consolidation, sub-division, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect thereof;

1.4 all book and other debts, the proceeds of the same, revenues and claims whether actual or contingent, whether arising under contracts or in any other manner whatsoever and whether originally owing to the Company (including, for the avoidance of doubt, but without prejudice to the generality of the foregoing, Book Debts, Receivables, Credit Card Receivables and Pawn Broking Loan Receivables, all as defined in the Loan Agreement or purchased or otherwise acquired by it including, without limitation, the full benefit of all insurance policies and all proceeds of such insurance policies (not being personal accident or health or disability policies taken out for the benefit of directors or employees to the extent that any proceeds of such policies are payable to directors or employees or their dependants) and all things in action which may give rise to any debt, revenue or claim together with the full benefit of any Encumbrances (as defined in the Loan Agreement) and Collateral Instruments including, without limitation, reservations of proprietary rights of tracing and unpaid vendor's liens and associated rights;

1.5 all uncalled capital and the goodwill of the Company now or at any time hereafter in existence;

1.6 all rights in and to the Intellectual Property Rights (as defined in the Loan Agreement); and

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

2. The Company, with full title guarantee, charged to the Agent as agent and trustee for the Lenders by way of first floating charge as a continuing security for the payment and discharge of the Secured Obligations:

2.1 its undertaking and all its other property, assets and rights whatsoever and wheresoever, both present and future, but excluding any property or assets from time to time or for the time being effectively charged to the Agent by way of fixed charge as agent and trustee for the Lenders pursuant to Clause 1, including (without limitation) any immovable property of the Company in Scotland and any charged asset of the Company falling within any of the types set out in Clauses 1.2 to 1.7 above and

all of its Inventory (as defined in the Loan Agreement) and all stock in trade used by it for the purpose of its business whatsoever and wheresoever both present and future.

"Collateral Instruments" are negotiable and non-negotiable instruments, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence on obligation (with or without security) to pay, discharge or be responsible, directly or indirectly, for any liabilities if any person and including any document or instrument creating or evidencing an Encumbrance.

3. The Company further guaranteed to the Agent as agent and trustee for the Lenders pursuant to the Debenture:

3.1 the due and punctual performance and discharge of the Guaranteed Companies' Obligations;

3.2 without prejudice to the generality of the foregoing Clause 3.1 that it would on demand pay to the Agent, in the currency in which the same fell due for payment, the Guaranteed Companies' Obligations;

and the Company undertook, damages, or expenses caused or occurring upon the failure by any of the Guaranteed Companies to duly and punctually perform and discharge the Guaranteed Obligations.

"Guaranteed Companies" are:

Company Name:

Company No:

Mappin & Webb Holdings Limited	100620
Watches of Switzerland Limited	438487
Mappin & Webb Limited	53237
EA Barker Limited	276180
DMWSL 241 Limited	3622514
Nathan & Co (Birmingham) Limited	533432

"Guaranteed Companies' Debentures" are the debentures granted by the Guaranteed Companies in favour of the Agent on 24 December 1998.

"Guaranteed Companies' Obligations" are all monies, liabilities and obligations of the Guaranteed Companies owing from time to time on any account whatsoever to the Lenders and whether now or hereafter due, owing or incurred to the Lenders when the same become due for payment or discharge, whether by acceleration or otherwise and whether such monies, obligations and liabilities are express or implied, present or future, actual or contingent, joint or several, incurred as principal or surety and whether unascertained, collateral or unmatured and whether originally owing to the Lenders or otherwise acquired by it, whether denominated in sterling or in any other currency in each case in respect of the Loan Documents (and each of them) (which shall for the avoidance of doubt include the Guaranteed Companies' Debentures and the guarantees set out therein).

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

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00283556

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT GUARANTEE & DEBENTURE DATED THE 24th DECEMBER 1998 AND CREATED BY T. M. SUTTON LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BANKBOSTON N.A. (AS AGENT AND TRUSTEE FOR THE LENDERS) ON ANY ACCOUNT WHATSOEVER UNDER OR PURSUANT TO THE LOAN DOCUMENTS (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 2nd JANUARY 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th JANUARY 1999.

M. Cornelius

M. CORNELIUS

for the Registrar of Companies



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