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\*insert full name  
of company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

5

# 395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

[ ][ ][ ][ ]

648111

Name of company

\* AMDEGA LIMITED (the "Company")

Date of creation of the charge

31st December, 1996

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

Accession Agreement (the "Agreement") between the Company, Newmond Limited as agent and trustee for itself and each of the Chargors and Morgan Grenfell & Co. Limited (the "Security Agent"), relating to a Debenture (the "Debenture") dated 4th December, 1996 between Pinco 849 Limited, the Chargors and the Security Agent.

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 Obligor to the Finance Parties (or any of them) under each or any of the Finance Documents in each case together with all costs, charges and expenses incurred by any Finance Party in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents or any other document evidencing or securing any such liabilities (the "Secured Liabilities"), PROVIDED THAT no obligation or liability shall be included in the definition of "Secured Liabilities" to the extent that, if it were so included, the Debenture (or any part thereof) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985.

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

MORGAN GRENFELL & CO. LIMITED of 23 Great Winchester Street, London EC2P 2AX (the "Security Agent")

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

Allen & Overy  
One New Change  
London  
EC4M 9QQ

ASG/IB/PG:23708

Time critical reference

For official use  
Mortgage Section

Post room



KLO \*K760TS7P\* 2119  
COMPANIES HOUSE 09/01/97

Short particulars of all the property mortgaged or charged

1. The Company as beneficial owner and with full title guarantee, as security for the payment, discharge and performance of all Secured Liabilities charges in favour of the Security Agent (as agent and trustee for itself and each of the Finance Parties):

(a) by way of a first legal mortgage all the property (if any) (other than property situate in the Republic of Ireland) now belonging to it and specified in Schedule A to this Companies Form 395, together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title and any moneys paid (after the date hereof) or payable in respect of such covenants subject, in the case of any leasehold properties, to any necessary third party's consent to such mortgage being obtained;

(see Continuation Sheet No. 1)

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Particulars as to commission allowance or discount (note 3)

NIL

Signed

*Alan J. Every*

Date

*8/1/97*

On behalf of ~~Company~~ mortgagee/chargee<sup>†</sup>

<sup>†</sup> 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.

**(Continued /1(a) ..... Short particulars of all the property mortgaged or charged)**

- (b) by way of first legal mortgage all estates or interests in any freehold or leasehold property and any rights under any licence or other agreement or document which gives any Chargor a right to occupy or use property (except any Security Assets specified in paragraph (a) above) wheresoever situate (other than property situate in the Republic of Ireland) now belonging to it together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title and any moneys paid (after the date hereof) or payable in respect of such covenants subject, in the case of any leasehold properties or any rights under any licence or other agreement or document which gives any Chargor a right to occupy or use property, to any necessary third party's consent to such mortgage being obtained;
- (c) by way of first fixed charge:
  - (i) (to the extent that the same are not the subject of a mortgage under paragraphs (a) and/or (b) above or under paragraph 4 below) all present and future estates or interests in any freehold or leasehold property and any rights under any licence or other agreement or document which gives any Chargor a right to occupy or use property, wheresoever situate now or hereafter belonging to it together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title and any moneys paid (after the date hereof) or payable in respect of such covenants, subject, in the case of any leasehold properties or any other rights under any licence or other agreement or document which gives to any Chargor a right to occupy or use property, to any necessary third party's consent to such charge being obtained;
  - (ii) all plant, machinery, computers and vehicles now or in the future owned by it and its interest in any plant, machinery, computers or vehicles in its possession (to the extent that its interest in such plant, machinery, computers or vehicles are capable of being charged) other than any for the time being part of its stock in trade or work in progress;
  - (iii) all moneys (including interest) from time to time standing to the credit of each of its present and future accounts (including, without limitation, the Security Accounts but excluding cash the subject of any Encumbrance permitted by Clause 21.6(c) and (f) of the Facility Agreement or referred to in the Approved Matters Memorandum) with any bank, financial institution or other person and the debts represented thereby (in the case of the Retention Account, to the extent only of its interest therein), provided that without prejudice to any other provision of Clause 4 of the Debenture any such monies paid out of such accounts without breaching the terms of the Finance Documents and not paid into another such account in its name shall be released from the fixed charge referred to in this paragraph (iii) upon the proceeds being so paid out;

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- (iv) (to the extent not included in the assignment comprised in Clause 4.3 of the Debenture) all benefits in respect of the Insurances and all claims and returns of premiums in respect thereof;
  - (v) all of its present and future book and other debts, all other moneys due and owing to it or which may become due and owing to it at any time in the future and the benefit of all rights, securities and guarantees of any nature whatsoever now or at any time enjoyed or held by it in relation to any of the foregoing including in each case the proceeds of the same, provided that without prejudice to any other provision of Clause 4 of the Debenture (and in particular but without limitation to the provision referred to in paragraph (iii) above) such proceeds shall be released automatically from the fixed charge referred to in this paragraph (v) upon those proceeds being credited to any Security Account;
  - (vi) (to the extent that the same do not fall within any other sub-paragraph of this paragraph (c) and are not effectively assigned under Clause 4.3 of the Debenture) all of its rights and benefits under each of the Relevant Agreements, all bills of exchange and other negotiable instruments held by it and (subject to any necessary third party's consent to such charge being obtained), any distributorship or agreement for the licensing of Intellectual Property Rights or similar agreements entered into by it and any letters of credit issued in its favour;
  - (vii) any beneficial interest, claim or entitlement of it to any assets of any pension fund;
  - (viii) its present and future goodwill;
  - (ix) the benefit of all present and future licences, permissions, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any of the Security Assets specified in paragraphs (a) and (b) and sub-paragraph (i) above and the right to recover and receive all compensation which may at any time become payable to it in respect thereof to the extent permitted by the terms of such licences;
  - (x) its present and future uncalled capital; and
  - (xi) all its present and future Intellectual Property Rights (including, without limitation, any rights and interests of any Chargor in those patents, trademarks and designs, if any, specified in Schedule B to this Companies Form 395) owned by it. To the extent that any such Intellectual Property Rights are not capable of being charged the charge thereof described in this paragraph (xi) shall operate as an assignment of any and all damages, compensation, remuneration, profit, rent or income which it may derive therefrom or be awarded or entitled to in respect thereof, as continuing security for the payment, discharge and performance of the Secured Liabilities,

Provided that any property or assets situate in Scotland and any property or assets the rights in and to which are governed by the laws of Scotland shall be

excluded from the mortgages and charges referred to in paragraphs (a) to (c) inclusive above.

2. The Company as sole beneficial owner and with full title guarantee as continuing security for the payment, discharge and performance of all the Secured Liabilities:

- (a) mortgages and charges and agrees to mortgage and charge to the Security Agent (as agent and trustee as aforesaid) all Group Shares held now or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage; and
- (b) mortgages and charges and agrees to mortgage and charge to the Security Agent (as agent and trustee as aforesaid) all the Related Rights accruing to all or any of the Group Shares held now or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage or charge.

PROVIDED THAT:

- (i) whilst no Declared Default exists or, if a Declared Default exists, after such Declared Default has been remedied and/or waived in accordance with the terms of the Finance Documents, all dividends and other distributions paid or payable as referred to in paragraph (b) above may be paid directly to the relevant Chargor (in which case the Security Agent or its nominee shall execute any necessary dividend mandate) and, if paid directly to the Security Agent, shall be paid promptly by it to the relevant Chargor; and
  - (ii) subject to Clause 10.2 of the Debenture, whilst no Declared Default exists or, if a Declared Default exists, after such Declared Default has been remedied and/or waived in accordance with the terms of the Finance Documents, all voting rights attaching to the relevant Group Shares may be exercised by the relevant Chargor or, where the shares have been registered in the name of the Security Agent or its nominee, as the relevant Chargor may direct in writing, and the Security Agent and any nominee of the Security Agent in whose name such Group Shares are registered shall execute any form of proxy or other document reasonably required in order for the relevant Chargor to do so.
3. (a) Subject to Clause 4.3(c) of the Debenture, each Chargor as beneficial owner and with full title guarantee, as continuing security for the payment, discharge and performance of the Secured Liabilities, hereby assigns and agrees to assign to the Security Agent (as agent and trustee as aforesaid) all its right, title and interest (if any) in and to:
- (i) the Insurances (subject further to the operation of Clause 4.3(d) of the Debenture);
  - (ii) the Acquisition Agreements;
  - (iii) the Hedging Documents;
  - (iv) the Intercompany Finance Documents; and
  - (v) the Subscription Agreements.

- (b) Each Chargor shall forthwith give notice of each such assignment of its right, title and interest (if any):
  - (i) in and to the Insurances, by sending a notice in the form of Part I of Schedule 3 of the Facilities Agreement (with such amendments as the Security Agent may agree) duly completed to each of the other parties to the Insurances; and
  - (ii) in and to the other Relevant Agreements, by sending a notice substantially in the form of Part III of Schedule 3 of the Facility Agreement (with such amendments as the parties may agree) to each of the other parties thereto,

and the Company and each Chargor incorporated in England and Wales shall use its reasonable endeavours to procure that within 28 days of the date hereof, and in the case of a Chargor incorporated outside England and Wales, 60 days from the date hereof, each such other party delivers a letter of undertaking to the Security Agent in the form of Part II of Schedule 3 (in the case of the Insurances) or in the form of Part IV of Schedule 3 (in the case of each of the other Relevant Agreements) of the Facility Agreement, in each case with such amendments as the Security Agent may agree. Notwithstanding the foregoing, any such notice required in accordance with the foregoing to be given to any person which is also a Chargor, and any such undertaking required in accordance with the foregoing to be given to the Security Agent by any person which is also a Chargor, need not actually be given, but this Debenture and the Schedules thereto and the execution hereof by such Chargor shall be deemed to constitute such notice or such undertaking (as the case may be) with respect to the Relevant Agreement.

- (c) To the extent that any such right, title and interest described in paragraphs (a) and (b) of this paragraph 3 is not assignable or capable of assignment (whether by reason of any prohibition on assignment in the original documentation therefor or otherwise), the assignment thereof purported to be effected by paragraph (a) shall operate as:
  - (i) in the case of the Insurances, and subject to the terms of paragraph (d) below, an assignment of any and all proceeds of the Insurances received by each Chargor; and
  - (ii) in the case of the other Relevant Agreements, an assignment of any and all damages, compensation, remuneration, profit, rent or income which any Chargor may derive therefrom or be awarded or entitled to in respect thereof,

in each case as continuing security for the payment, discharge and performance of the Secured Liabilities.

- (d) Whilst no Declared Default exists or, if a Declared Default exists, after such Declared Default has been remedied and/or waived in accordance with the Finance Documents (i) the Security Agent shall permit the relevant Chargor to exercise its rights (other than (save, under the Intercompany Finance Documents whilst no Declared Default exists or, if a Declared Default exists, after such Declared Default has been remedied or waived in accordance with the Finance Documents and save also in the case of the Insurances, as provided below), to receive payment of money) under any Relevant

Agreement to which it is party, provided that the exercise of those rights in the manner proposed would not result in a Default under the terms of the Finance Documents, and (ii) any payments received by the Security Agent under or in respect of the Relevant Agreements by virtue of this Debenture shall be paid by the Security Agent to the relevant Chargor save to the extent required by the terms of the Facility Agreement to be applied against any of the Secured Liabilities, PROVIDED THAT whilst no Default exists all monies payable under the Insurances may be paid directly to the relevant Chargor and the Security Agent shall execute any necessary payment mandate and, if paid directly to the Security Agent, shall be promptly paid by it to the relevant Chargor or as it directs provided further that the relevant Chargor shall promptly notify the Security Agent of any monies so payable in excess of £250,000.

4. The Company as beneficial owner and with full title guarantee, as security for the payment and discharge of all the Secured Liabilities:
  - (a) grants, conveys, transfers and demises to the Security Agent all that and those freehold and leasehold property in the Republic of Ireland belonging to it and specified in Schedule A and the title to which is not registered in the Land Registry and all buildings and Fixtures thereon and the proceeds of sale of all or any part thereof to hold the same as to so much thereof as is of freehold tenure unto the Security Agent in fee simple and as to so much thereof as is of leasehold tenure unto the Security Agent for the residue of the respective terms of years for which the Company now holds the same less the last three days of each such term, subject to the proviso for redemption contained at Clause 34 of the Debenture subject, in the case of any leasehold properties, to any necessary third parties consent (which the Company shall use all reasonable endeavours to procure) being obtained;
  - (b) as registered owner or, as the case may be, person entitled to be registered as owner, charges to the Security Agent all that and those freehold and leasehold lands, hereditaments, premises and property in the Republic of Ireland registered under the Registration of Title Act, 1964 and any Acts replaced thereby and specified in Schedule A together with all buildings and Fixtures thereon and the proceeds of sale of all or any part thereof with the payment, performance and discharge of the Secured Liabilities subject, in the case of any leasehold properties, to any necessary third parties consent (which the Company shall use all reasonable endeavours to procure) being obtained; and
  - (c) charges to the Security Agent the proceeds of sale of all or any part of the lands mortgaged or charged at (a) and (b) above and the benefit of any covenants for title given by or entered into by any predecessor in title and any money paid after the date hereof or payable in respect of such covenants with the payment discharge and performance of the Secured Liabilities.
- 5 (a) Each Chargor as beneficial owner and with full title guarantee, as security for the payment, discharge and performance of the Secured Liabilities, charges in favour of the Security Agent (as agent and trustee as aforesaid) by way of a first floating charge all its undertaking and assets whatsoever and wheresoever both present and future (including, without limitation, any undertaking and assets situated in Scotland (whether or not the same may be mortgaged or charged by way of standard security)), subject

always to all mortgages, fixed charges and assignments created by or pursuant to paragraph 4 above or any other provision of the Debenture.

- (b) Each Chargor undertakes to each Finance Party that, save as expressly permitted under the terms of this Debenture and the Facility Agreement it will not:
  - (i) create or permit to subsist any Encumbrance over all or any of its assets, rights or property other than pursuant to this Debenture or any other Security Document; or
  - (ii) part with, lease, sell, transfer, assign or otherwise dispose of or agree to part with, lease, sell, transfer, assign or otherwise dispose of all or any part of its assets, rights or property or any interest therein.
- (c) The Security Agent may by notice to any Chargor convert the floating charge hereby created into a specific charge as regards all or any of such Chargor's assets, rights and property (except to the extent that any such conversion is ineffective under Scots law On respect of any such assets, rights and property situated in Scotland) specified in the notice:
  - (i) if a Declared Default has occurred which is continuing and has not been remedied and/or waived in accordance with the Finance Documents; or
  - (ii) if the Security Agent in good faith considers such assets, rights or property to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy; or
  - (iii) if the Security Agent becomes aware or has reason to believe that steps have been taken which would, in the reasonable opinion of the Security Agent, be reasonably likely to lead to the presentation of a petition to appoint an administrator in relation to such Chargor (or such an administrator has been appointed) or to wind up such Chargor or that any such petition has been presented, which in the reasonable opinion of the Security Agent is likely to result in the winding up of such Chargor or the appointment of such an administrator; or
  - (iv) if such Chargor fails to comply, or takes or threatens to take any action which in the reasonable opinion of the Security Agent is likely to result in it failing to comply with its obligations under paragraph (b) above.
- (d) The floating charge hereby created shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge over the assets, rights and property of any Chargor on the convening of any meeting of the members of such Chargor to consider a resolution to wind such Chargor up (or not to wind such Chargor up) provided that this Clause 5.3(b) shall not apply to any of the Company's undertaking and assets situate in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such automatic conversion.
- (e) The giving by the Security Agent of a notice pursuant to paragraph (a) above in relation to any class of any Chargor's assets, rights and property shall not be construed



as a waiver or abandonment of the Security Agent's rights to give other similar notices in respect of any other class of assets or of any other of the rights of the Finance Parties (or any of them) hereunder or under any of the other Finance Documents.

The following terms used in this Companies Form No. 395 have the meanings set out below:

**"Accession Agreement"** means the Borrower Accession Agreements and/or the Guarantor Accession Agreements as referred to in the Facility Agreement;

**"Account Bank"** means each of the banks or financial institutions with whom the Security Accounts are maintained from time to time pursuant to Clause 11 of the Debenture;

**"Acquisition Agreements"** has the meaning given to that term in the Facility Agreement;

**"Ancillary Facility"** means an ancillary facility described in Clause 2.1(c) of the Facility Agreement and, for the purposes of the definition of "Secured Liabilities" set out in the Debenture only, is deemed to include any BACS facilities provided by National Westminster Bank Plc if it is, at the relevant time, an Ancillary Bank (as defined in the Facility Agreement);

**"Approved Matters Memorandum"** means the memorandum in agreed form prepared by Ashurst Morris Crisp and dated no later than the date of the Facility Agreement detailing certain matters relevant to the Facility Agreement which have been approved by the Original Banks;

**"Acquisition Agreements"** has the meaning given to that term in the Facility Agreement;

**"Chargors"** means Pinco 873 Limited and each company becoming a party to the Debenture by executing a Deed of Accession;

**"Collateral Account"** means each account maintained from time to time by a Chargor at such branch of the Account Bank as the Security Agent acting reasonably may from time to time approve being, at the Closing Date, those accounts with the Account Bank identified in a letter dated the Closing Date from the Company for itself and as agent for the other Chargors to the Security Agent and countersigned by the Security Agent for the purposes of identification;

**"Declared Default"** means an Event of Default which has resulted in the Facility Agent serving a notice under any provision of Clause 23.2 of the Facility Agreement;

**"Deed of Accession"** means a deed substantially in the form of Schedule 7 to the Debenture executed, or to be executed, by a Chargor;

**"Encumbrance"** means mortgage, pledge, lien, charge, assignment for the purpose of providing security, hypothecation, right in security, security interest or trust arrangement for the purpose of providing security, and any other security agreement or other arrangement having the effect of providing security (including, without limitation, the deposit of monies or property with a person with the primary intention of affording such person a right of set-off or lien);

**"Event of Default"** means an event specified as such in Clause 23.1 of the Facility Agreement;

**"Facility Agreement"** means the facility agreement of even date with the Debenture between (inter alios) the Companies, the Original Borrowers, the Original Guarantor(s), the Arranger, the Original Banks and the Underwriters (all as defined therein), the Facility Agent and the Security Agent, together with each Accession Agreement and Substitution Certificate relating thereto and any and each other agreement or instrument supplementing or amending it;

**"Fee Letter"** means the letter referred to in Clauses 25.1 and 25.3 of the Facility Agreement;

**"Finance Documents"** means the Facility Agreement, the Fee Letter, any documents constituting or evidencing amounts outstanding under an Ancillary Facility, the Security Documents and the Hedging Documents (and includes any other document jointly designated as such by the Facility Agent and the Obligors' Agent);

**"Finance Party"** means each of the Facility Agent, the Security Agent, the Arranger, the Banks, the Ancillary Bank(s), the LC Bank and the Hedging Banks parties to or having an interest under the Finance Documents from time to time (together the **"Finance Parties"**);

**"Fixtures"** means, in relation to any freehold or leasehold property charged by or pursuant to this security, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time thereon owned by any Chargor;

**"Group"** means the Parent and its Subsidiaries from time to time;

**"Group Shares"** means all shares specified in Schedule B to this Companies Form 395 or in the Schedule to any Deed of Accession, or, when used in relation to a particular Chargor, such of those shares as are specified against its name in Schedule B to this Companies Form 395 or as are specified in the Schedule to a Deed of Accession to which it is party, together in each case with all other stocks, shares, debentures, bonds, warrants, coupons or other securities and investments now or in the future owned by any or (when used in relation to a particular Chargor) that Chargor from time to time;

**"Hedging Document"** means each master agreement or other document specified against the name of a Hedging Bank in Part IV of Schedule 5 of the Facility Agreement (if any) and each master agreement or other document delivered by a Hedging Bank to the Facility Agent under Clause 34.5 of the Facility Agreement and approved by the Facility Agent (on the instructions of the Majority Banks (acting reasonably)) for the purposes of such clause, in each case providing for interest rate hedging facilities to be made available to one or more of the Obligors (including any contract entered into or confirmation given thereunder), and in each case as, and including, any instrument pursuant to which the same is, novated, varied, supplemented or amended from time to time (collectively, the **"Hedging Documents"**);

**"Insurances"** means all contracts and policies of insurance (including, for the avoidance of doubt, all cover notes) of whatever nature which are from time to time taken out by or on behalf of any Chargor or (to the extent of such interest) in which any Chargor has an interest, including, without prejudice to the generality of the foregoing, the Key Man Policies as defined in the Facility Agreement;

**"Intellectual Property Rights"** means all know-how, patents, trademarks, service marks, designs, business names, topographical or similar rights, copyrights and other intellectual property rights and any interests (including by way of licence) in any of the foregoing (in each case whether registered or not and including all applications for the same);

**"Intercompany Finance Documents"** means an Intra-Group Facility Agreement dated on or about the date of the Facility Agreement made between, inter alios, the Chargors and any document or instrument evidencing any amount outstanding thereunder;

**"Obligor"** each Obligor under, and as defined in, the Facility Agreement;

**"Parent"** means Newco 849 Limited a company incorporated in England and Wales with registered number 3261334;

**"Realisations Account"** means each account maintained from time to time by or in the name of the Chargors or any of them for the purposes of Clause 13.2 of the Debenture at such branch or branches of an Account Bank as the Security Agent may from time to time approve;

**"Related Rights"** means, in relation to the Group Shares, all dividends and other distributions paid or payable after the date hereof on all or any of the Group Shares and all stocks, shares, securities (and the dividends or interest thereon), rights, money or property accruing or offered at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any of the Group Shares or in substitution or exchange for any of the Group Shares;

**"Relevant Agreements"** means each agreement or instrument assigned or purported to be assigned pursuant to Clause 4.3 of the Debenture and/or any Deed of Accession together with any and each other agreement or instrument supplementing or amending any such agreement or contract;

**"Security Accounts"** means the Collateral Accounts and the Realisations Accounts;

**"Security Assets"** means all assets, rights and property of the Chargors or any of them the subject of any security created hereby or pursuant hereto and includes, for the avoidance of doubt each Chargor's rights to or interests in any chose in action and the Security Shares;

**"Security Documents"** means the Debenture, each Deed of Accession and every other document entered into by the Parent or any Subsidiary thereof pursuant to the Debenture and/or Clause 19.3 of the Senior Facility Agreement;

**"Security Shares"** means the Group Shares and the Related Rights and, in the case of each Chargor, means such of the Group Shares as are held by it at the relevant time, together with all Related Rights in respect thereof;

**"Facility Agent"** means Morgan Grenfell & Co. Limited in its capacity as agent under the Facility Agreement and its permitted successors and assigns;

**"Subscription Agreements"** has the meaning given to that term in the Facility Agreement;

**"Subsidiary"** means in relation to any person, any entity which is controlled directly or indirectly by that person or of whose dividends or distributions that person is entitled to receive more than 50 per cent. and any entity (whether or not so controlled) treated as a subsidiary in the latest financial statements of that person from time to time (while the circumstances requiring such treatment subsist), and **"control"** for this purpose means the direct or indirect ownership of the majority of the voting share capital of such entity or the right or ability to direct management to comply with the type of material restrictions and obligations

contemplated in this Agreement or to determine the composition of a majority of the board of directors (or like board) of such entity, in each case whether by virtue of ownership of share capital, contract or otherwise;

**"Substitution Certificate"** means a duly completed as defined in the Facility Agreement;

**"Trade Marks Licence Agreement"** has the meaning given to that term in the Facility Agreement.

**SCHEDULE A**  
**Freehold Property**

**Address**

**Registered Number**

Faverdale Industrial Estate, Darlington, Co. Durham DL3 OPW	DU181252
	DU144683
	DU181179
	DU161351 (part only: land comprised in a transfer dated 29th November, 1996)

**Leasehold Property**

(None at the date of the Agreement)

**SCHEDULE B**

**Group Shares**

Chargor	Name of Company in which Shares are held	Class of Shares held	Number of Shares held
	None at the date of the Agreement		

**SCHEDULE C**

**Intellectual Property Rights**

Mark	Country	Class	Registered No.	Renewal Date
Amdega	Benelux	19,37	477141	2/5/2000
Amdega	Austria	19,37,42	132733	30/9/2000
Amdega	Canada		TMA394730	28/2/2007
Amdega	Denmark	19,37	8944/1991	27/12/2001
Amdega	Germany	19,37,42	1173056	31/5/2000
Amdega	Ireland	19	139355	2/5/1997
Amdega	Italy	19,37	587345	17/5/2000
Amdega	Japan	19	2482547	30/11/2002
Amdega	New Zealand	19	201612	7/5/1997
Amdega	New Zealand	37	201614	7/5/1997
Amdega	Norway	19,37	150332	7/5/2002
Amdega	Portugal	19	276482	9/7/2003
Amdega	Portugal	37	276483	9/7/2003
Amdega	Spain	19	1567092	10/5/2000
Amdega	Spain	37	1567093	10/5/2000
Amdega	Switzerland	19	381116	10/5/2010
Amdega	UK	19	1312954	13/6/2008
Amdega	UK	20	1424224	28/4/1997
Amdega	UK	37	1349132	18/6/2005
Architecture in Glass Logo	UK	19	1230768	23/11/2005
Conservatory Logo	USA	19	1545395	27/6/2009
Machin	USA	19	1553741	29/8/2009

Patent	Country	Patent No.	Renewal Date
Conservatory	USA	487330	7/5/1997

Design	Country	Registration No.	Renewal Date
Conservatory	UK	1041335	6/4/1997
Conservatory	UK	1043336	6/4/1997



FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00648111

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ACCESSION AGREEMENT RELATING TO A DEBENTURE DATED 4/12/96 DATED THE 31st DECEMBER 1996 AND CREATED BY AMDEGA LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OF THE OTHER COMPANIES NAMED THEREIN TO MORGAN GRENFELL & CO. LIMITED, AS AGENT FOR THE CHARGORS ON ANY ACCOUNT WHATSOEVER UNDER THE FINANCE DOCUMENTS (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 9th JANUARY 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th JANUARY 1997.

M. KRAM DAR.

for the Registrar of Companies



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

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