

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1935

Please do not
write in
this marginPlease complete
legibly, preferably
in black type or
bold block
letteringInsert full name
of company

To the Registrar of Companies

For official use Company number

Name of company

* ROBIN SYNES LIMITED ("THE COMPANY")

1315755

Date of creation of the charge

17th December 1992

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

Debenture

Amount secured by the mortgage or charge

All monies which now are or at any time hereafter may be or become due or owing by the Company to Citibank, N.A. ("the Bank") on any account and all other liabilities, whether actual or contingent, now existing or hereafter incurred by the Company to the Bank (whether in either case due, owing or incurred by the Company alone or jointly with any other person(s) in whatever name, firm or style and whether as principal or surety) together with interest, discount, commission and other banking charges together with interest upon all the foregoing at the rate agreed between the Company and the Bank or, in the event of no such rate having been agreed, at a rate determined in accordance with the Bank's usual practice (the rate so agreed or determined to apply after as well as before any judgment), such interest to be paid upon interest payment dates selected by the Bank in accordance with its usual practice and to be compounded with rests on such payments dates in the event of it not being duly and punctually paid. (continued)

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

Citibank, N.A.

41 Berkeley Square

London

Postcode

W1X 6NA

Presentor's name, address and
reference (if any): AGL
Field Fisher Waterhouse
41 Vine Street
London EC3N 2AA

For official use
Mortgage section

Post room

29 DEC 1992

Time critical reference

(A) by way of first fixed charge (which so far as it relates to land in England and Wales and Northern Ireland vested in the Company at the date hereof shall be a charge by way of legal mortgage) the following, namely:-

- (i) all estates and other interests in freehold, leasehold and other immovable property wheresoever situate now or hereafter belonging to the Company (including without limitation the registered land, if any, in England and Wales of which the Company is the registered proprietor specified or referred to above) and all buildings, trade and other fixtures, fixed plant and machinery from time to time on any such freehold, leasehold and other immovable property;
- (ii) all book and other debts and monetary claims now or at any time hereafter due or owing to the Company, together with the full benefit of all guarantees and securities therefor and indemnities in respect thereof and all liens, reservations of title, rights of tracing and other rights enabling the Company to enforce any such debts or claims;
- (iii) all stocks, shares, debentures, loan capital, rights to subscribe for, convert other securities into or otherwise acquire any stocks, shares, debentures and loan capital of any other body corporate now or at any time hereafter belonging to the Company, together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;
- (iv) the goodwill of the Company and its uncalled capital now or at any time hereafter in existence and future calls (whether made by the Directors of the Company or by a Receiver appointed hereunder or a liquidator);

(CONTINUED)

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

Particulars as to commission allowance or discount (note 3)

Signed Budd Pitha Walsh

Date 21st December 1992

On behalf of ~~Company~~ (mortgagee/chargee)*

*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.

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- (v) all copyrights, patents and inventions and fees, royalties and other rights of every kind deriving from copyright, patents or inventions now or at any time hereafter belonging to the Company (hereinafter collectively referred to as "the Intellectual Property");
- (vi) all plant and machinery now or at any time hereafter belonging to the Company (excluding however plant and machinery for the time being forming part of its stock in trade or work in progress and all trade and other fixtures and fixed plant and machinery within (i) above); and
- (vii) all chattels now or at any time hereafter hired, leased or rented by the Company to any other person together in each case with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract.

Please complete
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bold block lettering

(B) by way of first floating charge the whole of the Company's undertaking and all its property and assets whatsoever and wheresoever, present and future, other than any property or assets from time to time or for the time being effectively charged to the Bank by way of fixed charge by sub-clause (A) of this Clause or otherwise pursuant to this Debenture.

The Company shall not at any time without the prior written consent or agreement of the Bank:—

- (a) create, extend or permit to subsist any mortgage or other fixed security, floating charge, pledge, hypothecation or lien (other than a lien arising by operation of law) or other security interest of any kind, whether in any such case ranking in priority to or *pari passu* with or after the fixed and floating charges created by the Company under this Debenture or any other security of the Bank created pursuant to this Debenture; or
- (b) sell, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or any part of the Company's undertaking or (save in the normal course of trading) of its assets, or enter into an agreement (otherwise than an agreement conditional upon the consent or agreement of the Bank being obtained) for any such sale, transfer, lease, loan or other disposal.

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Please complete
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

I hereby certify that a mortgage or charge dated the 17th DECEMBER 1992
and created by ROBIN SYMES LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to CITIBANK N.A.

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 29th DECEMBER 1992

Given under my hand at the Companies Registration Office,
Cardiff the 7th JANUARY 1993

No. 1315755

N. S. Berkley

N. S. BERKLEY
an authorised officer

C.69a