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* Insert full name
of company

COMPANIES FORM No. 395
Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

123

1767042

Name of company

* Martin Dawn plc (the "Company")

Date of creation of the charge

12 May 1998

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

The Legal Charge dated 12 May 1998 ("the Legal Charge") between (1) the Company and (2) Blunglen Limited ("the Lender")

Amount secured by the mortgage or charge

04.
All sums of money and liabilities present future actual or contingent owing or incurred by the Company solely or jointly with any other or others in partnership or otherwise and whether as principal or surety to the Lender or any account including the amount of notes or bills discounted or paid or for other loans credits or advances made to or for the accommodation or at the request of the Company solely or jointly as aforesaid or in any way whatsoever together with all sums expended by the Lender under the powers contained in the Legal Charge and all commission discount and other lender's charges including legal or surveyors' fees occasioned by or incident to the Legal Charge or any other security held by or offered to the Lender for the said indebtedness or by or incident to the perfection or enforcement of any such security and in every case on a full indemnity basis and together

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

Blunglen Limited / 40 Queen Anne Street, London W1M 3EL

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

S J Berwin & Co
222 Grays Inn Road
London
WC1X 8HB

For official use
Mortgage Section

Post room



Time critical reference
CORP2/RMAT/1523.1

with interest on all such sums of money so that interest shall be computed and payable in the manner mentioned or referred to in the facility agreement between the Company and the Lender dated 12th May 1998 or in such other manner as shall from time to time have been agreed between the parties to the Legal Charge as well after as before any judgement obtained.

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prosecute in the name of the Company any proceedings against such persons in respect of such matters and the benefit of all sums recovered in any proceedings against all or any such persons;

(iii) all rights or copyright vested in the Company from time to time and any plans and specifications prepared in connection with the Mortgaged Property together with any implied licence of the Company in any such plans and specifications the copyright of which is not vested in the Company;

c) the Company charges by way of floating security to the Lender all moveable plant machinery implements utensils furniture and equipment at the date of the Legal Charge or from time to time placed on or used in or about the Mortgaged Property;

d) the Company assigns to the Lender all that the benefit of the gross rents licence fees and other monies receivable at the date of the Legal Charge or thereafter at any time by the Company in respect of or arising out of any of the Occupational Leases or otherwise derived by the Company from the Mortgaged Property (including without limitation mesne profits) but not including insurance rents or service charges or the like ("the Rents");

e) the Company charges to the Lender by way of fixed equitable charge any account opened or to be opened by the Lender from time to time and notified to the Company ("the Proceeds Account") and all moneys standing to the credit of the same.

NOTE

1) the floating charge created shall be subject to a proviso that save by way of sale or other disposal in the ordinary course of its business the Company will not without the prior written consent of the Lender sell or agree to assign or factor all or any of the property which is subject to the floating charge nor create or attempt to create or suffer or permit to arise any mortgage charge lien or other encumbrance over or in respect of all or any part of the property which is subject to the charge nor to sell exchange convey lease transfer or otherwise deal with or dispose of the same;

2) the Company has covenanted with the Lender not without the prior consent in writing of the Lender to exercise the powers of leasing agreeing to lease or accepting surrenders of leases conferred upon the Company by Sections 99 and 100 of the Law of Property Act 1925 and not to vary any lease so permitted or existing at the date of the Legal Charge or enter into or permit or suffer any parting with possession of or sharing arrangement in respect of the Mortgaged Property or any part thereof; and

3) the Company has covenanted with the Lender not to create any mortgage charge lien easement or other encumbrance upon the Mortgaged Property the rights assigned pursuant to paragraph (b) above and the property charged by way of floating charge or any part thereof and not to convey assign or transfer or declare a trust in respect of the same or any part of such property without the consent of the Lender

CORP2/RMAT/1554.1

Short particulars of all the property mortgaged or charged

a) The Company charges by way of legal mortgage over the leasehold land on the north side of Eastern Avenue Southend-on-Sea more particularly described in a lease dated 23rd October 1979 and made between The Southend-On-Sea Borough Council (1) and The Joint Credit Card Company Limited (2) and registered with title absolute at H M Land Registry under title number EX225553 together with all buildings trade and other fixtures fixed plant and machinery from time to time on such property ("the Mortgaged Property")

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(b) The Company assigns to the Lender:

(i) all that the benefit of each of the personal covenants given or contained in the leases to which the Mortgaged Property is from time to time subject ("the Occupational Leases") and any guarantees given in respect of the rent reserved by or performance and observance of the tenants covenants therein contained;

(ii) all that the benefit of the guarantees warranties and representations given or made by and any rights or remedies against all or any of the architects quantity surveyors consulting engineers suppliers manufacturers and other professionals and persons at the date of the Legal Charge or at anytime appointed or engaged in respect of the Mortgaged Property including (without prejudice to the generality of the foregoing) the right to

Particulars as to commission allowance or discount (note 3)

Not Applicable

Signed

S J Benin & Co

Date 19th May 1998

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.

FILE COPY



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

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

COMPANY No. 01767042

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 12th MAY 1998 AND CREATED BY MARTIN DAWN PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BLUNGLEN LIMITED ON ANY ACCOUNT WHATSOEVER AND ALL MONIES PAYABLE UNDER THE FACILITY AGREEMENT OF EVEN DATE HEREWITHTH WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 22nd MAY 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th MAY 1998.

M. Cornelius
M. CORNELIUS

for the Registrar of Companies

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

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