



COMPANIES FORM No. 395

Particulars of a charge

395

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write in
this margin

Pursuant to section 395 of the Companies Act 1985

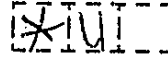
S/A 686 246 + others

M104

Please complete
legibly, preferably
in block type, or
bold block letteringTo the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number



1978915

Name of company

* Powa Kaddy International Limited

* Insert full name
of company

Date of creation of the charge

22nd February 1991

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

COMPOSITE GUARANTEE AND DEBENTURE

Amount secured by the charge

All moneys obligations and liabilities now or hereafter due or owing or incurred by the Company to Barclays Bank PLC (the "Bank") and all moneys obligations and liabilities of each other Company (as defined in the Composite Guarantee and Debenture) now or hereafter due owing or incurred by such other Company to the Bank, in each case in whatever manner, (including further advances and whether actual or contingent as principal or surty) and in whatever currency and all reasonable charges commission fees, legal expenses and other costs incurred reasonably and properly by the Bank in relation to the Composite Guarantee and Debenture or in enforcing the security created thereby on a full indemnity basis.

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

Barclays Bank PLC

54 Lombard Street

LONDON

Postcode

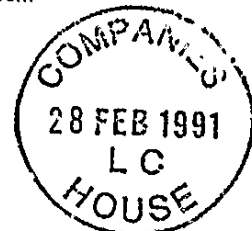
EC3P 3AH

Presentor's name address and
reference (if any):Simpson Curtis
41 Park Square
LEEDS
LS1 2NSFor official Use
Mortgage Section

REGISTERED

28 FEB 1991

Post room



CEB, MMB, CP, 190, 0728, 2

Time critical reference

BR .

Short particulars of all the property charged

The Company as beneficial owner has charged to the Bank as a continuing security the following:-

A) By way of fixed charge:-

1. All its present and future freehold and leasehold property and all present and future rights and interests in or over land and all buildings and fixtures (including trade fixtures and fixed plant and machinery) from time to time thereon and all rights easements and privileges appurtenant to or benefiting the same;
2. All its present and future plant machinery vehicles computers and other equipment spare parts replacements modifications and additions together with the benefit of any warranties and maintenance contracts in respect thereof but excluding stock in trade;
3. All stocks, shares, bonds, securities and other interests whether marketable or otherwise and loan capital of the Company in any company corporation firm consortium or entity;
4. All its book and other debts revenues and claims present and future including credit balances on bank accounts or with any other person and all things in action which may be or become due or owing and the full benefit of all rights and remedies relating thereto;

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)

N/A

Signed

Simpson Curtis

Date 28 February 1991

On behalf of [company] [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 396(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.
- 5 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Particulars of a charge
(continued)

Please do not
write in this
binding margin

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

Company number

1978915

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

Name of company

Powa Kaddy International

Limited*

*delete if
inappropriate

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

Amount due or owing on the charge (continued)

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

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

Names and addresses of the persons entitled to the charge (continued)

5. The full benefit of all present and future insurances held by the Company and all proceeds thereof and bonuses and other moneys benefits and advantages that may become payable or accrue thereunder and all the Company's rights title and interest thereto;
 6. All its present and future goodwill and uncalled capital;
 7. All its present and future patents, patent applications, inventions, trade marks, trade mark applications, brand and trade names, registered designs and applications design rights, copyright and similar rights, computer programmes know how, trade secrets, licences present and future or granted by it and all other intellectual property rights and ancillary rights and any royalties fees and other income deriving therefrom and the benefit of any agreement entered into by the Company relating thereto;
- (B) By way of floating charge all the undertaking property assets revenues and rights of the Company whatsoever and wheresoever both present and future.

- N.B. (a) The Bank may at any time by notice in writing to the Company convert the floating charge into a fixed charge in respect of assets specified in the notice.
- (b) The Company covenants that it will not without the prior written consent of the Bank:-
- (i) create or permit to subsist any encumbrance or security interest over any of the property charged pursuant to the Composite Guarantee and Debenture;
 - (ii) dispose of any of the aforementioned property or any interest therein (except in the case of stock in trade charged by way of floating charge at market value in the normal course of trading);
 - (iii) sell, factor, assign, discount, pledge, charge or otherwise dispose of its property referred to in paragraph 4 above (debts) or deal with the same other than as expressly set out in the Composite Guarantee and Debenture;
 - (iv) dispose of or grant any licence or sub-licence over any intellectual property or grant any access to any third party in respect of the same

and if the Company pledges or encumbers any of its property subject to a floating charge under the Composite Guarantee and Debenture or any attempted distress execution or other process is levied against the same, the charge shall automatically operate as a fixed charge upon such event occurring.

FILE COPY



**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 22nd FEBRUARY 1991
and created by POWA KADDY INTERNATIONAL LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company and/or all or any of the other
companies named therein to BARCLAYS BANK PLC

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 28th FEBRUARY 1991

Given under my hand at the Companies Registration Office,
Cardiff the 6th MARCH 1991

No. 1978915

A handwritten signature in cursive script, reading 'A. P. Goddard'.

A. P. GODDARD

an authorised officer

C.69a(Y3)

POST
5/3
BR.

HC0210

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write in
this margin

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

395

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

Name of company

* POWA KADDY INTERNATIONAL LIMITED

1978915

Date of creation of the charge

22nd February 1991

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

Composite Debenture

Amount secured by the mortgage or charge

On demand by the Bank, the payment and discharge by the Company of:-

1. all moneys and all obligations and liabilities whether actual or contingent (including further advances made after the date of the Debenture by the Bank and secured directly or indirectly by the Debenture) now or hereafter due owing or incurred by the Company to the Bank in whatever currency denominated whether on any current or other account or otherwise in any manner whatsoever (whether alone or jointly and in whatever style, name or form and whether as principal or surety) including all liabilities in connection with foreign exchange transactions, accepting, endorsing, confirming or discounting any notes or bills or under bonds, guarantees,

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

N M ROTHSCHILD & SONS LIMITED whose registered

office is at New Court, St Swithin's Lane

Postcode

London

EC4P 4DU

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

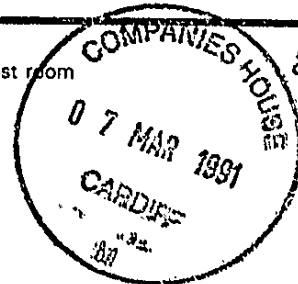
Booth & Co.
Sovereign House,
South Parade,
Leeds LS1 1HQ.
(Ref: RFD)

For official use
Mortgage section

REGISTERED

7 MAR 1991

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

1. By way of first fixed charge:

- (a) all present and future freehold and leasehold property of the Company and all present and future rights and interests (whether legal or equitable) of the Company in or over land or the proceeds of sale of land whether under any agreement, option, licence, charge, lien or otherwise all buildings and fixtures (including trade fixtures and fixed plant and machinery) from time to time or any such property or land.
- (b) all plant and machinery vehicles, computers and

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

Particulars as to commission allowance or discount (note 3)

NONE

Signed

Boothmanale

Date

6/3/91

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.

Page 2



The Solicitors' Law Stationery Society plc, Oyez House, 27 Crimsott Street, London SE1 5TS

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Companies M395

**Particulars of a mortgage or charge
(continued)**

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write in this
margin

Continuation sheet No. _____
to Forms Nos 395 and 410 (Scot)

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

Company number

1978915

Name of company

POWA KADDY INTERNATIONAL

Limited*

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

NOTES:

1. Sections 93 and 103 of the Law of Property Act 1925 are excluded.
2. Powers of leasing and accepting surrenders of leases conferred by Sections 99 and 100 of the Law of Property Act 1925 shall not be exercised without the prior written consent of the Bank.
3. The Company shall not create or attempt to create or permit to arise or subsist any Encumbrance (as defined in the Debenture) over the property charged by the Debenture without the prior written consent of the Bank.

indemnities, documentary or other credits or any instruments whatsoever from time to time entered into by the Bank for or at the request of the Company together with interest to the date of payment at such rates as may from time to time be agreed and all reasonable commission, fees and other charges and all reasonable legal and other costs and expenses incurred reasonably and properly by the Bank in relation to the Debenture or in enforcing the security created by the Debenture on a full and unqualified indemnity basis, and

2. all moneys and all obligations and liabilities whether actual or contingent (including further advances made after the date of the Debenture by the Bank and secured directly or indirectly by the Debenture) now or hereafter due owing or incurred by any other Company (as defined and construed in the Debenture) to the Bank (other than the Company's liabilities in 1 above) in whatever currency denominated whether on any current or other account or otherwise in any manner whatsoever (whether alone or jointly and in whatever style, name or form and whether as principal or surety) including all liabilities in connection with foreign exchange transactions, accepting, endorsing, confirming or discounting any notes or bills or under bonds, guarantees, indemnities, documentary or other credits or any instruments whatsoever from time to time entered into by the Bank for or at the request of such other Company together with interest to the date of payment at such rates as may from time to time be agreed and all reasonable commission fees and other charges and all reasonable legal and other costs and expenses reasonably and properly incurred by the Bank in relation to the Companies (as defined and construed in the Debenture) or the Debenture or in enforcing the security created by the Debenture or any guarantee on a full and unqualified indemnity basis, and
3. commission, interest, fees and charges to date of payment (as well after as before any demand or judgment or the liquidation or administration of the Company or such other Company) on all moneys, obligations and liabilities covenanted to be paid by the Company and such other Company or otherwise now or hereafter secured by the Debenture at the respective rate and upon the terms as have been or may from time to time be agreed between the Company and the Bank and such other Company and the Bank or in the absence of agreement at 3 per cent per annum over the sterling base lending rate of the Bank from time to time upon such days in each year as the Bank may from time to time determine and such interest shall be compounded in the event of it not being punctually paid with quarterly rests in accordance with the usual practice of the Bank but without prejudice to the right of the Bank to require payment of such interest when due.

"The Bank means "W M Rothschild & Sons Limited".

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Please complete
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in black type, or
bold block lettering

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

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legibly, preferably
in black type, or
bold block lettering

other equipment of the Company both present and future and all spare parts, replacements, modifications and additions for the same and the benefit of warranties and maintenance contracts but excluding stock in trade.

- (c) all stocks, shares, bonds, securities and other interests of any kind whatsoever whether marketable or otherwise and all other interests (including loan capital) of the Company both present and future in any company, corporation, firm, consortium or entity wheresoever situate.
 - (d) all book and other monetary debts, revenues and claims both present and future (including amounts standing to the credit of any bank or with any other person) and all things in action which may be or become due or owing to the Company whether originally owing to it or purchased or otherwise acquired by it and the full benefit of all rights and remedies relating thereto but not limited to any negotiable or non negotiable instruments, guarantees, indemnities and other assurances against financial loss, any debentures, legal and equitable charges, pledges and other security, any liens or encumbrances of any kind and reservation of proprietary rights, rights of tracing and all other rights and remedies of whatsoever nature in respect of the same.
 - (e) the full benefit of all present and future insurance or assurance policies held by or for the benefit of the Company and all proceeds thereof and all bonuses and other moneys, benefits and advantages that may be or become payable or accrue thereunder or under any substituted policy and all the right title and interest whatsoever of the Company therein together with all rights and remedies relating thereto.
 - (f) all the present and future uncalled capital and goodwill of the Company, and
 - (g) all present and future interests and assets of the Company (other than uncalled capital and goodwill) in its Intellectual Property (as defined in Clause 4.1.7 of the Debenture)
2. By way of floating charge the undertaking and all property, assets, revenues and rights of the Company whatsoever and wheresoever both present and future.



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 22nd FEBRUARY 1991
and created by POWA KADDY INTERNATIONAL LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company and/or all or any of the other
companies named therein to N M ROTHSCHILD & SONS LIMITED

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 7th MARCH 1991

Given under my hand at the Companies Registration Office,
Cardiff the 13th MARCH 1991

No. 1978915

P. Jones
P. JONES

P
13/3.

an authorised officer

C.69a(Y3)

M

COMPANIES FORM No. 403a

**Declaration of satisfaction
in full or in part
of mortgage or charge**

5159C **403a**

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

FULLY
S/ 15F. 15

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

To the Registrar of Companies

For official use

Company number

[] [] [] []

1978915

* Insert full name
of company

Name of company

• POWA KADDY INTERNATIONAL LIMITED

I, Stephen Gary Aston-Smith

of 134 Gilstead Lane Gilstead Bingley BD16 3LN

† Delete as
appropriate

[a director] ~~the secretary~~ ~~the administrator~~ ~~the administrative receiver~~ of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in full ~~part~~

‡ Insert a
description of the
instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.

Date and Description of charge: COMPOSITE DEBENTURE

Date of Registrations: 7 March 1991

Name and address of [chargee] ~~trustee for the debenture holders~~ N M Rothschild
& Sons Limited Registered Office New Court St Swithins Lane
London EC4P 4DU

§ The date of
registration may
be confirmed
from the
certificate

Short particulars of property charged: Whole undertaking including Properties
Plant & Machinery, Securities, Debts, Insurance, Uncalled
Capital and Goodwill and Intellectual Property.

¶ Insert brief
details of
property

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.

Declared at 14 Piccadilly,
Bradford

Declarant to sign below

Stephen Gary Aston-Smith

the 3rd day of June

one thousand nine hundred and ninety-one

before me J. David Coleman

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths

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

Ref: SXK/MCA
Hammond Suddards
Empire House
10 Piccadilly
BRADFORD BD1 3LR

For official use

Mortgage sub[]

Post room

5 JUN 1991



The Solicitors' Law Stationery Society plc, 24 Gray's Inn Road, London WC1X 8HR

Companies M403a

1987 Edition
188 F7026
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