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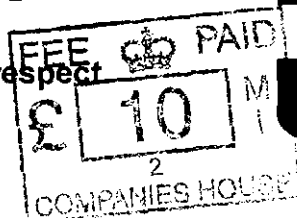
COMPANIES FORM No. 395

131025/120

Particulars of a mortgage or charge

395

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.



Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

18

2233869

Name of company

* Britton Taco Limited

Date of creation of the charge

21 May 2004

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

Debenture

Amount secured by the mortgage or charge

All or any monies and liabilities which will from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to Lloyds TSB Development Capital Limited ("LDC") or any of the holders of the Ever 2284 Limited variable rate Loan Notes 2013 (the "Noteholders") by the Company pursuant to the Ever 2284 Limited variable rate loan notes 2013 (the "Loan Notes") or the corporate guarantee of even date entered into by the Company and others in favour of LDC, whether actually or contingently, solely or jointly and whether or not LDC or any Noteholder shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which LDC or any Noteholder may in the course of its business charge or incur in respect of any of these matters, and so that interest shall be computed and compounded according to the instrument creating the Loan Note as well after as before any demand made or decree obtained under the Debenture.

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

Lloyds TSB Development Capital Limited
Third Floor, 45 Old Bond Street
London

Postcode W15 4QT

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

Browne Jacobson LLP
44 Castle Gate
Nottingham

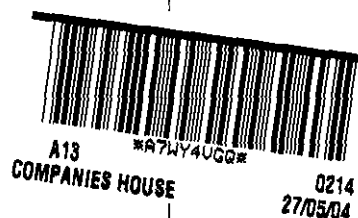
NG1 7BJ

Ref: MLOD01

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

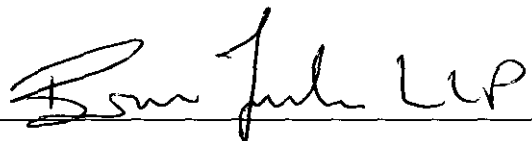
1. By way of legal mortgage all estates or interests in the freehold and leasehold property described in the schedule to the Debenture being land and buildings on the east side of Road One Winsford Industrial Estate, Winsford (title number CH440132) together with all present and future buildings, fixtures (including trade and tenants fixtures), plant and machinery which are at any time on such property.
2. By way of a fixed charge all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of the Debenture (other than any property charged in terms of Clause 2.1.1 of the Debenture) together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property.
3. By way of fixed charge all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land and the benefit of all other agreements relating to land to which it is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures) which are at any time on the property charged under the Debenture.
4. By way of fixed charge all present and future plant and machinery not otherwise charged under Clause 2 of the Debenture and all other present and future chattels of the Company (excluding any of the same for the time being forming part of the Company's stock in trade or work in progress).

(continued.....)

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date

26 May 2004

On behalf of ~~company~~ [mortgagee/chargee]†

Please do not write in this margin

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

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† 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.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

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

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

Company Number

2233869

Name of Company

Britton Taco Limited

XXXXXX

* delete if
inappropriate

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

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Please complete
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in black type, or
bold block lettering

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

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in black type, or
bold block lettering

5. By way of fixed charge all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them.

6. By way of fixed charge all rights and interests in and claims under all policies of insurance and assurance held or to be held by or insuring to the benefit of the Company and the benefit of all rights and claims to which the Company is now or may be entitled under any contracts;

7. By way of fixed charge all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;

8. By way of fixed charge all the Company's goodwill and uncalled capital for the time being;

9. By way of fixed charge all present and future book and other debts and monetary claims of the Company whether payable now or in the future and the benefit of all present and future rights and claims of the Company against third parties relating to them and capable of being satisfied by the payment of money (save as charged under sub-clause 2.1.2.5 of the Debenture);

10. By way of fixed charge 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);

11. By way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by Clause 2 of the Debenture, (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in sub-clause 2.1.2 of the Debenture).

Note:

(1) Clause 2.5 of the Debenture provides that **LDC** may at any time, by notice to the Company, immediately convert the floating charge created under sub-clause 2.1.3 of the Debenture into a fixed charge over any Assets specified in that notice and the floating charge will, without notice from **LDC**, automatically be converted with immediate effect into a fixed charge:-

(i) in respect of any Assets which become subject to a fixed charge in favour of any other person;

(ii) in respect of all the Assets charged under sub-clause 2.1.3 of the Debenture if and when the Company ceases to carry on business or to be a going concern; and

(iii) in respect of all the Assets on the making of an order for the compulsory winding-up of the Company, on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company or the taking of any steps (including, without limitation, the making of an application or the giving of any notice) by the Company ceases to carry on business or to be a going concern; and

(iv) in respect of all the Assets on the making of an order for the compulsory winding-up of the Company, on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company or the taking of any steps (including, without limitation, the making of an application or the giving of any notice) by the Company or any other person for the appointment of an administrator in respect of the Company.

Sub-clause 2.5 will not apply to any Assets situated 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.

(continued.....)

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
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Continuation sheet No 2
to Form No 395 and 410 (Scot)

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

Company Number

2233869

Name of Company

Britton Taco Limited

XXXXXX

* delete if
inappropriate

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

Amount due or owing on the mortgage or charge (continued)

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bold block lettering

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

Please complete
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bold block lettering

(continued.....)

(2) Clause 2.7 of the Debenture provides that the Company will not without the previous written consent of **LDC** create or attempt to create or permit to subsist any mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or encumbrance on all or any of its Assets; or sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets (other than any Assets the subject of a floating charge (but not any fixed charge or mortgage) on arms length terms in the ordinary course of trading); or in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset.

(3) By clause 2.12 of the Debenture the Company covenanted to get in and realise the Company's book and other debts and other monies, in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into an account in accordance with sub-clause 2.12.2 of the Debenture) upon trust for **LDC**; and pay into its account with Bank of Scotland (or as **LDC** may direct) all monies which it receives in respect of any book or other debts and other monies charged to **LDC**.

(4) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to any floating charge created pursuant to the Debenture.

(5) The Debenture gives LDC the power to appoint an Administrator.

Please complete
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bold block lettering

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02233869

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 21st MAY 2004 AND CREATED BY BRITTON TACO LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS TSB DEVELOPMENT CAPITAL LIMITED OR ANY OF THE HOLDERS OF THE EVER 2284 LIMITED VARIABLE RATE LOAN NOTES 2013 (THE NOTEHOLDERS) UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 27th MAY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1st JUNE 2004.

P. C.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES