

Particulars of a mortgage or charge

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

ACCOUNT RECEIVED

1.2 OCT 2001

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

**To the Registrar of Companies
(Address overleaf—Note 5)**

For official use

Company number

19

2354253

Name of company

* Bainbridge International Limited

* insert full name
of company

Date of creation of the charge

10th October 2001

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

ALL ASSETS DEBENTURE

Amount secured by the charge

All monies now or at any time in the future may be owing due and/or payable (but remaining unpaid) by the Company to the Securityholder in any manner and for any reason on any account ("the Secured Monies") including all such monies due by the Company, either alone or jointly with any other person or on any partnership account even though the whole or any part of such monies is represented or secured by any mortgages, guarantees, trust receipts, bills of exchange, leasing, hire or conditional sale agreements, assignments, agreements for discounting or factoring of debts or any other agreements or securities) and whether nor not any of them have or has fallen due or become payable and whether or not default shall have been made in respect thereof and further including whether now or in the future: (see continuation sheet)

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

GE CAPITAL COMMERCIAL FINANCE LIMITED

~~BROCKBOURNE HOUSE, 77 MOUNT EPHRAIM, TUNBRIDGE~~

WELLS, KENT

Postcode

TN4 8AR

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

As Above

For Official Use
Mortgage Section

Post Room

Time critical reference



A27
COMPANIES HOUSE

0669
12/10/01

The Company with full title guarantee gives the following charges in favour of the security namely:

- (a) a fixed charge by way of legal mortgage on all freehold and leasehold property owned by the Company, including but not limited to land of which the Company is registered as proprietor at HM Land Registry (details of which are set out in the Third Schedule to the All Assets Debenture)
- (b) see continuation sheet

Particulars as to commission allowance or discount (note 3)

NONE

Signed

Date

11/10/01

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 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 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

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

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

Company number

2354253

Name of company

Bainbridge International

Limited*

*delete if
inappropriate

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

- all monies due or payable under any Financing Agreement (as defined in the All Asset Debenture) or by virtue of any guarantee or indemnity given by the Company to the Securityholder.
- all costs charges and expenses incurred by the Securityholder following default in payment of any such monies or of breach by the Company of any of the provisions of the All Assets Debenture and all stamp and other duties incurred by the Securityholder;
- the charges of surveyors and/or solicitors instructed by the Securityholder in connection with any part of the Mortgaged Property;
- all costs and charges and expenses which the Securityholder may from time to time incur in:-
 - stamping, perfecting, registering or enforcing the All Assets Debenture; or
 - the negotiations for the preparation and execution of the All Assets Debenture, or a guarantee and indemnity or priority arrangements, waivers or consents; or
 - in obtaining payment or discharge of Secured Monies; or
 - in paying any rent, rate, taxes or outgoings for the Mortgaged Property (as defined in the All Assets Debenture), or
 - in insuring, repairing, maintaining, managing, realising any part of the Mortgaged Property; or
 - the preservation of exercise of any rights under or connection with the All Assets Debenture or any attempt to do so;
 - in giving a discharge or release of the All Assets Debenture; or
 - dealing with or obtaining advice about any other matter or question arising out of or in connection with the All Assets Debenture;

to the intent that the Securityholder shall be afforded a full complete and unlimited indemnity against all costs, charges and expenses paid or incurred by it and whether arising directly or indirectly in respect of the All Assets Debenture or of any other security held by the Securityholder for the Secured Monies;

- all monies which the Securityholder shall be at liberty to debit or charge to the Company or to the account of the Company, whether under the All Assets Debenture or under any other agreement or obligation entered into by the Company with the Securityholder;
- all monies expended by any attorney appointed pursuant to the All Assets Debenture in exercising his powers;
- interest on all monies due and owing to the Securityholder at such rate as may from time to time be payable pursuant to any agreement or arrangement relating thereto.

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

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(b) a fixed charge on all of the following assets, whether now or in future belonging to the Company:

- (i) the freehold and leasehold properties of the Company not effectively mortgaged under clause 2.1.1;**
- (ii) all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to the property subject to the legal mortgage under clause 2.1.1 and all spare parts, replacements, modifications and additions for or to the same;**
- (iii) any other freehold and leasehold property which the Company shall own together with all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to such property and all spare parts, replacements, modifications and additions for or to the same;**
- (iv) all plant and machinery and other equipment listed in the Fifth Schedule and all spare parts, replacements, modifications and additions for or to the same;**
- (v) all fixed plant and machinery, including spare parts, replacements, modifications and additions for or to the same, not listed in the Fifth Schedule;**
- (vi) all goodwill, unpaid and/or uncalled capital of the Company;**
- (vii) all the Company's Intellectual Property;**
- (viii) all the Company's Securities;**
- (ix) all loan capital, indebtedness or liabilities on any account or in any manner owing to the Company from any Subsidiary of the Company or a member of the Company's Group;**
- (x) all amounts realised by an administrator or liquidator of the Company, upon enforcement or execution of any order of the Court under Part IV of the Insolvency Act 1986**

(c) a fixed charge on:

- (i) all documents of title to any item of property which at any time and for any purpose has been or may be deposited with the Securityholder;**
- (ii) the assets mentioned in the title documents referred to in the immediately preceding sub-paragraph;**
- (iii) all monies in the bank account specified in clauses 3.1.5(i) and 3.1.6 of the All Assets Debenture including Remittances (as defined in the All Assets Debenture) transferred pursuant to clause 3.1.5(iii) of the All Assets Debenture**
- (iv) all Remittances in respect of the Company's Other Debts (as defined in the All Assets Debenture) which in accordance with clause 3.1.5(iii) of the All Assets Debenture shall be received by the person or at the address or post office box specified in that sub-clause;**
- (v) all other Remittances in respect of Other Debts received by the Company pending their being dealt with in accordance with the terms of the All Assets Debenture or any instructions given in accordance with it;**
- (vi) any account in the name of the Company under the control of or operated in accordance with the directions of the Securityholder**

(d) a fixed charge on all the Company's Non-Vesting Debts (as defined in the All Assets Debenture) and the Company's Other Debts and all Remittances received in respect thereof;

(e) a floating charge on such of the moneys which the Company may receive in respect of its Book and Other Debts, present and future and which, until any direction from the Securityholder to the contrary, are paid into the bank account of the Company referred to in clause 3.1.7 of the All Assets Debenture and which upon such payment will be released from the fixed charge thereon;

(f) a floating charge on the remainder of the undertaking, property rights and assets of the Company whatsoever and wheresoever, both present and future not subject to the above charges.

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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. 02354253

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ALL ASSETS DEBENTURE DATED THE 10th OCTOBER 2001 AND CREATED BY BAINBRIDGE INTERNATIONAL LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO GE CAPITAL COMMERCIAL FINANCE LIMITED ON ANY ACCOUNT WHATSOEVER UNDER ANY FINANCING AGREEMENT (AS DEFINED IN THE ALL ASSETS DEBENTURE) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 12th OCTOBER 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th OCTOBER 2001.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

Q. Pan