



COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number



2518921

Name of company

* JULIUS A MELLER MANAGEMENT SERVICES LIMITED

* insert full name
of company

Date of creation of the charge

14TH JULY 1993

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

DEBENTURE

Amount secured by the mortgage or charge

The following (whether the sole liability of

JULIUS A MELLER MANAGEMENT SERVICES LIMITED
(hereinafter referred to as "the Company") or a joint liability, with any other person,
firm or company):-

- (i) all present or future indebtedness of the Company to Credit Lyonnais Bank Nederland NV (hereinafter referred to as "the Bank") on any current advance loan or other account whatsoever;
- (ii) all liabilities in respect of notes or bills discounted or paid or bills accepted for or at the request of the Company or other loans credits or advances made to or for the accommodation or at the request of the Company;
- (iii) all other liabilities whatsoever of the Company to the Bank, present or future, actual or contingent (including liabilities as surety or guarantor); and

Continued on Continuation Form

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

CREDIT LYONNAIS BANK NEDERLAND N.V.

41/43 Maddox Street, London

Postcode W1R 0BS

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

CREDIT LYONNAIS BANK

NEDERLAND N.V.

41/43 Maddox Street, London W1R 0BS

For official Use

Mortgage Section

Post room

REGISTERED

22 JUL 1993

22 JUL 1993

HOUSE

Time critical reference

23 JUL 1993

Short particulars of all the property mortgaged or charged

- (i) By way of legal mortgage all freehold or leasehold property of the Company including but not limited to property referred to in the Schedule hereto and/or the proceeds of sale thereof together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;
- (ii) By way of fixed equitable charge all estates or interests in any freehold or leasehold property (except any property referred to in the Schedule hereto) at any time during the continuance of this security belonging to the Company;
- (iii) By way of fixed charge all book debts and other debts now and from time to time due or owing to the Company;
- (iv) By way of fixed charge all stocks, shares or other securities now or at any time during the continuance of this security belonging to the Company in any of its subsidiary companies;
- (v) By way of fixed charge its uncalled capital for the time being;
- (vi) By way of fixed charge all intellectual property rights, choses in action and claims now and in the future belonging to the Company;

Continued on continuation Form

Please do not write in this margin

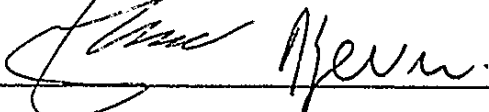
Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

For and on behalf of

CREDIT LYONNAIS BANK NEDERLAND N.V.

Signed



Date

20-7-93

On behalf of ~~Company~~ mortgagor/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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COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot) (Cont.)

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

Continuation sheet No. 1
to Forms Nos. 395 and 410 (Scot)

Please complete
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Company number

2518921

Name of company

JULIUS A MELLER MANAGEMENT SERVICES

Limited*

*delete if
inappropriate

Date and description of the instrument creating or evidencing the mortgage or charge
(continued) (note 2)

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- (iv) all costs, charges and expenses owed to or incurred directly or indirectly by the Bank in relation to this security or any other security held by the Bank in connection with advances or other banking facilities offered to the Company or in relation to the enforcement of any such security or in relation to any such indebtedness or liabilities on a full and unlimited basis

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together in each of the cases mentioned in (i), (ii), (iii) and (iv) above with all interest, commissions and bank and discount charges, such interest being computed and payable in each such case according to the usual mode of the Bank and such interest to be payable at the same rate as well after as before any judgement until full discharge.

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

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- (vii) By way of assignment the goodwill and connections of the business or businesses now or at any time during the continuance of this security carried on by or for the account of the Company upon any of the properties charged by way of legal mortgage or by way of fixed equitable charge as aforesaid or elsewhere and the benefit of all licences (if any) held in connection therewith; and
- (viii) By way of floating security its undertaking and all its property assets and rights whatsoever and wheresoever situate present and future including, without prejudice to the generality of the foregoing all rental income, uncalled capital, all stocks, shares or other securities, all stock in trade and work in progress but excluding assets of the Company for the time being effectively charged by any of the foregoing paragraphs of this clause.

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NOTE

- (1) The Bank may at any time by notice in writing to the Company convert the floating charge into a specific charge with reference to any assets specified in such notice and the Company is to execute over such assets a charge in favour of the Bank in such form as the Bank shall require.
- (2) The Company hereby covenants with and undertakes to the Bank as follows:-
 - (i) (a) to pay into its account with the Bank all monies and negotiable instruments which it may receive in respect of the book debts and other debts referred to in paragraph (iii) above.
 - (b) not without the previous consent in writing of the Bank to sell factor discount or otherwise mortgage charge or assign such book debts and other debts (or negotiable instruments therefor) in favour of any other person or purport to do so.
 - (c) if called upon to do so by the Bank from time to time to execute legal assignments to the Bank of such book debts and other debts.
 - (ii) With reference to the undertaking property assets and rights subject to the floating charge referred to in paragraph (vii) above
 - (a) not without the previous consent in writing of the Bank to create any mortgage or charge ranking in priority to or pari passu with such floating charge; and
 - (b) not without the previous consent in writing of the bank to part with or dispose of any part of such undertaking property assets and right except by way of sale in the ordinary course of business.
 - (iii) During the continuance of this security the statutory and any other powers of leasing letting entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies shall not in relation to the Charged Property or any part thereof be exercisable by the Company nor shall the Company part with possession of the same or any part thereof nor confer any licence right or interest to occupy nor grant any licence or permission to assign underlet or part with possession of the same or any part thereof nor agree suffer or permit any variation or addition to the terms of any lease tenancy or licence without in every such case obtaining the prior consent in writing of the Bank.



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 14th JULY 1993
and created by JULIUS A MELLER MANAGEMENT SERVICES LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to CREDIT LYONNAIS BANK NEDERLAND
N.V.

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 22nd JULY 1993

Given under my hand at the Companies Registration Office,
Cardiff the 27th JULY 1993

No. 2518921

POST 27/7

R. M. Groves
R. M. GROVES
an authorised officer

C.69a