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COMPANIES FORM No. 395**395****Particulars of a mortgage or charge**

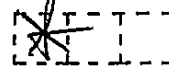
Pursuant to section 395 of the Companies Act 1985

Please complete
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in black type or
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*Insert full name
of company

To the Registrar of Companies

For official use Company number



2532541

Name of company

* BROOMCO (406) LIMITED

Date of creation of the charge

17th December 1990

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

DEBENTURE

Amount secured by the mortgage or charge

All monies and liabilities which shall for the time being (whether on or at any time after demand in writing shall have been made by the Bank of Scotland ("the Bank") be due owing or incurred to the Bank by the Company whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety including interest discount commission or other lawful charges and expenses which the Bank may in the course of its business charge in respect of the matters aforesaid and so that interest shall be computed and compounded according to the usual mode of the Bank as well after as before any demand or judgment obtained under the Mortgage.

69a

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

The Governor and Company of the Bank of Scotland, Uberior House,
61 Grassmarket, Edinburgh

Postcode EH1 2JF

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

Robert Muckle,
Norham House,
12 New Bridge Street West,
Newcastle upon Tyne,
NE1 8AS
Ref. JH

For official use
Mortgage section

REGISTERED

24 DEC 1990

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

1. By way of legal mortgage, all the freehold and leasehold property of the Company now vested in it, whether or not the title thereto is registered at H.M. Land Registry, together with all buildings and fixtures (including trade and tenants fixtures) now and hereafter thereon and all plant and machinery now and thereafter annexed thereto for whatever purpose.
2. By way of fixed charge, all freehold and leasehold property hereafter belonging to the Company, together with all buildings and fixtures (including trade and tenants fixtures) thereon and all plant and machinery annexed thereto for whatever purpose.
3. By way of fixed charge, all interest nothereinbefore effectively charged, now or hereafter belonging to the Company in or over land or the proceeds of sale of land or licences now or hereafter held by the company, to enter upon or use land and the benefit of all other agreements relating to land to which the company is or may become a party or otherwise entitled and all trade and tenants fixtures, plant and machinery now and hereafter annexed for whatever purpose, to all freehold and leasehold property an interest in which stands charged hereunder.

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Particulars as to commission allowance or discount (note 3)

Nil

Signed

Robert Muckle

Date 18th December 1990

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.

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The Solicitors' Law Stationery Society plc, Paulton House, 8 Shepherdess Walk, London N1 7LB

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

4. By way of fixed charge, all the goodwill and uncalled capital for the time being of the Company.
5. By way of fixed charge, all stocks, shares and other securities now or hereafter owned (whether at law or in equity) by the Company and all rights and interests of the Company in and claims under all policies of insurance and assurance now or hereafter held by or enuring to the benefit of the Company.
6. By way of fixed charge all patents, trade marks, patent applications, brand names, copyrights, rights in the nature of copyright, registered designs and other intellectual property rights and agreements relating to the use by the company of patents and trade marks to which the company is now or may hereafter become entitled and all agreements under which the Company is now or may become entitled to the payment of any royalty fee or similar income.
7. By way of fixed charge, all book and other debts of the Company, whether now or hereafter existing and whether presently payable or hereafter falling due for payment and all rights and claims of the Company against third parties now or hereafter existing and capable of being satisfied by the payment of money (save as charged under 5 above).
8. By way of floating charge, all the assets of the Company (as defined in Clause 19 of the Debenture) whatsoever not above effectively charged by way of fixed charge, including (without limitation) any immovable property of the Company situated in Scotland any assets falling within any of the types mentioned in 3 to 5 (inclusive) above situate in Scotland but so that the Company is not to be at liberty to create otherwise than in favour of the Bank any mortgage or fixed or floating charge or other security upon and so that no lien (other than a lien arising through operation of law in the ordinary course of business) shall in any case or in any manner arise on or affect any part of such assets, either in priority to or pari passu with the floating charge hereby created and further that the Company shall have no power without the consent of the Bank to part with or dispose of any part of such assets, except by way of sale in the ordinary course of business.

The Debenture contains provisions that :

1. The Company shall not without the prior written consent of the Bank of Scotland create or purport or attempt to create any mortgage, charge or incumbrance on any freehold or leasehold property of the Company or any other asset subject to a fixed charge under the terms of the Debenture nor in any way dispose of the equity of redemption thereof or any interest therein;
2. The Company's statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of the freehold and leasehold property hereby charged or any part thereof shall not be capable of being exercised by the Company without the previous written consent of the Bank;
3. The Company shall not be entitled to part with possession (otherwise than on the determination of the lease, tenancy or licence) of any property hereby charged or to share the occupation thereof with any other person or persons to surrender or purport to surrender or permit to be forfeited the lease of any leasehold property hereby charged without such consent as aforesaid.
4. Paragraph 19 of the Debenture defines "assets" as meaning all the undertaking, property and assets of the Company whatsoever and wheresoever present and future.

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 17th DECEMBER 1990
and created by BROOMCO (406) LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to THE GOVERNOR AND COMPANY OF THE
BANK OF SCOTLAND

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 24th DECEMBER 1990

Given under my hand at the Companies Registration Office,
Cardiff the 7th JANUARY 1991

No. 2532541

Post.

7.1.91.

St.

A handwritten signature in cursive script, appearing to read 'J. E. Lewis'.

an authorised officer

C.69a