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COMPANIES FORM No. 395

Particulars of a mortgage or charge**395**Please do not
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Pursuant to section 395 of the Companies Act 1985

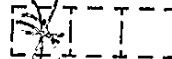
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Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use

Company number



2550982

Name of company

* OVAL (668) LIMITED

* insert full name
of company

Date of creation of the charge

31ST DECEMBER 1990

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

DEBENTURE

Amount secured by the mortgage or charge

All money and liabilities whether certain or contingent which are now or at any time hereafter may be due owing or incurred by the Company to J A Devenish Plc in accordance with a Loan Facility Agreement constituted by letter from J A Devenish Plc to the Company dated 18th December 1990 and the Company's acceptance thereof (including any amendments, variations or extensions thereto) together with any costs charges and legal expenses (on a full indemnity basis) incurred by J A Devenish Plc in relation to the Debenture and including those arising from J A Devenish Plc perfecting or enforcing or attempting to enforce the Debenture or any other security (and its rights thereunder) held by J A Devenish Plc from time to time

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

J A DEVENISH PLC

Trinity House, 15 Trinity Street

Weymouth

Postcode

DT4 8TP

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

Cartwrights
PO Box 18, Marsh House
11 Marsh Street
BRISTOL BS99 7BB

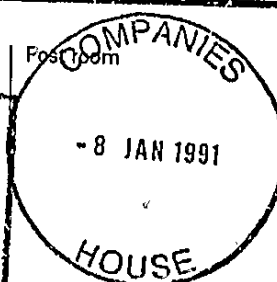
Ref: CJM
0272-243601

Time critical reference

For official Use
Mortgage Section**REGISTERED**

8 JAN 1991

Postroom



Short particulars of all the property mortgaged or charged

1. By way of Legal Mortgage all freehold and leasehold property now vested in the Company together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property.
2. By way of Fixed Charge all estates or interests in any freehold and leasehold property of the company (not being property charged by 1 above) now and in the future vested in the company, together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property
3. By way of Fixed Charge all the goodwill and uncalled capital for the time being of the Company
4. By way of Fixed Charge all book debts and other debts now and in the future due or owing to the Company
5. By way of Fixed Charge all intellectual property rights choses in action and claims now and in the future belonging to the Company
6. By way of Fixed Charge all stocks shares and other securities now and in the future belonging to the Company
7. By way of Floating Charge all the Company's present and future undertaking and assets whatever and wherever including (without limitation) all other property and assets not subject to a Fixed Charge under the Debenture

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)

NONE

Signed

Cartwright's

Date

3/1/91

On behalf of the company, mortgagor or chargee, As Solicitors on behalf of the Mortgagee,
J A Devenish Plc

† 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.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a Debenture dated 31st DECEMBER 1990 and created by OVAL (668) LIMITED (now known as FREE TRADERS LIMITED) for securing all moneys due or to become due from the Company to J A DEVENISH PLC on any account whatsoever in accordance with the Loan Facility Agreement dated 18th DECEMBER 1990 and in relation to the Debenture was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 8th . JANUARY 1991

Given under my hand at the Companies Registration Office,
Cardiff the 15th JANUARY 1991

No. 2550982


J. P. DUGGAN

Certificate and instrument received by

an authorised officer

.....Posted.....

.....15/1.....
Date



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

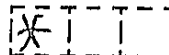
M62

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

To the Registrar of Companies

For official use

Company number



2550982

Name of company

* OVAL (668) LIMITED (the "Company") (currently in the process of changing its name to Free Traders Limited)

* insert full name
of company

Date of creation of the charge

31st December, 1990

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

Fixed and Floating Charge (the "Charge")

Amount secured by the mortgage or charge

All money and liabilities whether certain or contingent which at the date of the Charge or at any time thereafter may be due owing or incurred by the Company to the Lender in accordance with the Finance Agreements anywhere or for which the Company may be or become liable to the Lender on any current or other account or in any manner whatsoever (and whether alone or jointly with any other person and in whatever style or name and whether as principal or surety) together with commission and other banking charges and any legal and other costs, charges and expenses incurred by the Lender in relation to the Charge or in enforcing the security created thereby on a full and unqualified indemnity basis.

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

Swiss Bank Corporation (the "Lender"), Swiss Bank House, 1 High Timber Street, London

Postcode

EC34 3SB

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

Allen & Overy
9 Cheapside
London
EC2V 6AD

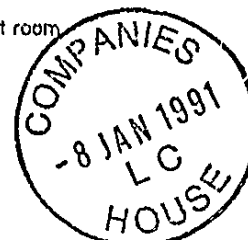
ARH/ELH

For official Use
Mortgage Section

REGISTERED

8 JAN 1991

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

see continuation sheet no. 1

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)

NIL

Signed Athen & Orem

Date 7th January, 1991

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.

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

2550982

Name of company

OVAL (668) LIMITED (currently in the process of changing its name to
Free Traders Limited)

Limited*

*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)

Please do not
write in this
binding margin.

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

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Please complete
legibly, preferably
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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binding margin.

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

By way of continuing security for the payment and discharge of all money and liabilities and all other sums agreed to be paid or discharged under the Charge or intended to be secured thereby (including but not limited to any expenses and charges arising out of or in connection with the appointment of a Receiver as provided in Clause 11 of the Charge) the Company as beneficial owner hereby charges:

(a) by way of first legal mortgage:

- (i) all the freehold and leasehold property of the Company as set out in the Schedule hereto together with all buildings and Fixtures thereon, together with the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Company or any monies paid or payable in respect of such covenants; and
- (ii) all estates or interests in any freehold or leasehold property (except any property as set out in the Schedule hereto) wheresoever situate now belonging to it with all buildings and Fixtures thereon, together with the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Company or any monies paid or payable in respect of such covenants;

(b) by way of first fixed charge:

- (i) (to the extent that the same are not the subject of paragraphs (i) and (ii) above,) all present and future estates or interests in any freehold or leasehold property wheresoever situate now belonging to it with all buildings and Fixtures thereon together with the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Company or any monies paid or payable in respect of such covenants;
- (ii) all plant and machinery now and in the future owned by the Company and its interest in any plant and machinery in its possession;
- (iii) all of its right title and interest in all moneys (including interest) now or hereafter standing to the credit of each of the Company's present and future accounts with any bank, financial institution or other person and the debts represented thereby (such monies to be referred to hereinafter as the "Balances");
- (iv) all book debts both present and future due or owing to the Company together with the proceeds thereof and the benefit of all rights, securities and guarantees of any nature whatsoever now or at any time enjoyed or held by it relating thereto including, inter alia, negotiable instruments legal and equitable charges reservation of proprietary rights of tracing and unpaid vendors liens and similar and associated rights;
- (v) all other monetary debts and claims both present and future (including rents and things in action which give rise or may give rise to a debt or debts) due or owing to the Company or which may become due and owing to it at any time in the future and the benefit of all rights relating thereto including such rights, securities and guarantees of any nature whatsoever now or at any time enjoyed or held by it in relation thereto including those specified in sub-clause (iv) above;

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

Continuation sheet No 2
to Form No 395 and 410 (Scot)

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

Company number

2550982

Name of company

OVAL (668) LIMITED (currently in the process of changing its name
to Free Traders Limited)

Limited*

*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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binding margin

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legibly, preferably in
black type, or bold
block lettering

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binding margin

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

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

- (vi) all stocks, shares and other interests (including without prejudice to the generality of the foregoing loan capital indebtedness or liabilities on any account or in any manner owing to the Company) both present and future of the Company in (and from) any company which now is or may hereafter become a subsidiary (as defined in Section 736 of the Companies Act 1985 or any statutory modification or re-enactment thereof) of the Company;
- (vii) the full benefit of all stocks, shares and securities which or the certificates of which are now or may at any time hereafter be lodged with the Lender or held by the Lender or its agents or transferred to or registered in the name of the Lender or its agents or its respective nominees;
- (viii) all rights in respect of or incidental to the property specified in sub-paragraph (vi) and (vii); (the property specified in sub-paragraph (vi), (vii) and (viii) of this sub-clause (b) is hereinafter referred to as "the Securities");
- (ix) all stocks, shares, rights, monies or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option or otherwise to or in respect of any of the Securities including all dividends, interest and other income payable in connection therewith, excluding at all times all stocks and shares in Rampton Limited; (all of the property specified in sub-paragraph (vi) to (ix) of this sub-clause (b) are hereinafter referred to as "Interests in Securities");
- (x) the goodwill and the uncalled capital of the Company both present and future;
- (xi) all patents, applications, trade marks, trade names, registered designs and copyrights and all licences and ancillary and connected rights relating to the intangible property both present and future of the Company;
- (xii) (to the extent that the same do not fall within any other sub-clause of this sub-clause (b)) all of the Company's rights and benefits under any distributorship or similar agreements entered into by it, any letters of credit issued in its favour and all bills of exchange and other negotiable instruments held by it;
- (xiii) the benefit of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any of the Security Assets specified in sub-clauses (a) and (b)(i) above and the right to recover and receive all compensation which may at any time become payable to it in respect thereof; and
- (c) (i) By way of a first floating charge all the assets undertaking and property of the Company whatsoever and wheresoever both present and future not charged pursuant to sub-clauses (a) and (b) above;
- (ii) Clause 13(g) of each of the Finance Agreements contains restrictions on the ability of the Company to create or permit to exist other Security Interests on the Security Assets and to dispose of the Security Assets;

Please do not
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binding margin

Particulars of a mortgage or charge (continued)

Continuation sheet No 3
to Form No 395 and 410 (Scot)

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

Company number

2550982

Name of company

OVAL (688) LIMITED (currently in the process of changing its name to
Free Traders Limited)

~~Limited~~*

*delete if
inappropriate

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

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

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binding margin •

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

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write in this
binding margin

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

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

- (ii) Clause 13(g) of each of the Finance Agreements contains restrictions on the ability of the Company to create or permit to exist other Security Interests on the Security Assets and to dispose of the Security Assets;
- (iii) the Lender may at any time by notice in writing to the Company convert the said floating charge into a fixed charge with reference to any assets specified in such notice and the Company will forthwith execute over such assets a charge in favour of the Lender in such form as the lender shall require and all other documents considered necessary by the Lender in connection with such charge. Service by the Lender of a notice pursuant to paragraph (ii) above in relation to any class of the Company's assets shall not be construed as a waiver or abandonment of the Lender's rights to serve similar notices in respect of any other class of assets or any other of the Lender's rights hereunder.

In this Form 395 the following terms shall have the meanings set out below:

"Finance Agreements" means the two Agreements each dated 18th December, 1990, between the Company, Oval (667) Limited and the Lender pursuant to which the Lender agreed to make available (1) a £4,000,000 term loan facility and a £350,000 working capital facility and (2) a £325,000,000 term loan facility;

"Fixtures" means, in relation to any freehold or leasehold property charged by or pursuant to this Fixed and Floating Charge, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time thereon owned by the Company;

"Security Assets" means all assets, rights and property of the Company the subject of any security created by the Charge or pursuant thereto; and

"Security Interest" means any mortgage, sub-mortgage, sub-charge, pledge, lien, right of set-off, or any other security interest of whatever nature, howsoever created or arising or any agreement or arrangement which has the effect of conferring security.

A9811615



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a Fixed and Floating Charge dated 31st DECEMBER 1990 and created by CVAL (668) LIMITED (now known as FREE TRADERS LIMITED) for securing all moneys due or to become due from the Company to SWISS BANK CORPORATION on any account whatsoever under the terms of the Financial Agreements (as defined in the Charge) was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 8th JANUARY 1991

Given under my hand at the Companies Registration Office,
Cardiff the 14th JANUARY 1991

No. 2550982



J. P. DUGGAN

an authorised officer

Certificate and instrument received by

.....
..... LC
Date 14/1

C.658 (Rev)

M

COMPANIES FORM No. 403a

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

403a

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this margin

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

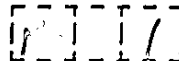
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Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use

Company number



02550982

* Insert full name
of company

Name of company

FRIGGIMANES LIMITED

* Delete as
appropriate

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

* The date of
registration may
be confirmed
from the
certificate

* Insert brief
details of
property

I, DAVID NOEL GREGORY
of 15 ORCHARD RISE, RICHMOND, SUMMIT TW10 5BX

a director/the secretary 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]†

Date and Description of charge 31st DECEMBER 1990

Date of Registrations 8th JANUARY 1991

Name and address of [chargee][trustee for the debenture holders]

SWISS BANK CORPORATION

Short particulars of property charged ALL ASSETS PRESENT &
FUTURE IN CHARGE COMPANY, BOOK DEBTS & UNPAID CAPITAL

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 6 Park Lane

Wembley

Middlesex

the 5th day of September

one thousand nine hundred and ninety-four

before me C. A. GLASS

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

Declarant to sign below

[Signature]

C. A. GLASS
Solicitor

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

For official use
Mortgage section

Post room



M

COMPANIES FORM No. 403a

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

403a

Please do not
write in
this margin

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

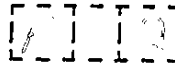
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Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use

Company number



02550982

* Insert full name
of company

Name of company

FROSTADENS LIMITED

- Delete as
appropriate

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

The date of
registration may
be confirmed
from the
certificate

Insert brief
details of
property

I, DAVID NOEL HARRISON
of 15, ORCHARD RISE, RICHMOND, SURREY TW9 5BX

a director ^{AND} the secretary 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]†

Date and Description of charge: 31st December 1990

Date of Registrations: 31st JANUARY 1991

Name and address of [chargee][trustee for the debenture holders]
J. A. DUNN, PLC.

Short particulars of property charged: ALL PROPERTY & ASSETS PRESENT &
FUTURE INCLUDING GOODWILL, BOOK DEBTS, UNPAID CAPITAL

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 6 Park Lane
Wembley
Middlesex

the 5th day of September
one thousand nine hundred and ninety-four
before me C. A. GLASS

Declarant to sign below

C. A. GLASS
Solicitor

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

For official use
Mortgage section

Post room



A14 *A30E64F4* 213
COMPANIES HOUSE 06/09/94

9.9.94
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