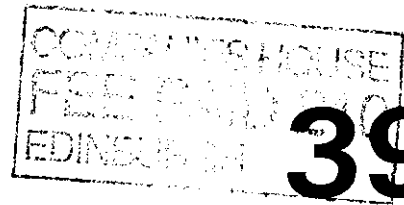


M

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 black lettering

To the Registrar of Companies
(Address overleaf - Note 5)Company Number
02630824

For official use

* insert full name of
company

Name of company

*** ENGLEWOOD LIMITED**

Date of creation of the charge

7 April 2000

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

Debenture

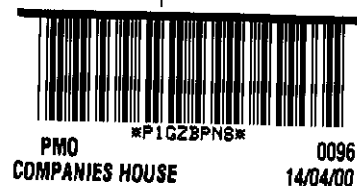
Amount secured by the mortgage or charge

All or any monies and liabilities which will for the time being (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Governor and Company of the Bank of Scotland ("BoS") by the Company and/or John Wilman Limited (company number 2476305) whether or actually or contingently, solely or jointly and whether as principal or surety and whether or not BoS shall have been an original party to the relevant transaction and including interest, discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual BoS rates and practice as well after as before any demand made or decree obtained under the debenture.

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

The Governor and Company of the Bank of Scotland, The Mound, EdinburghPostcode **EH1 1YZ**Presentor's name address and
reference (if any):
AHS/B1988**Burness
50 Lothian Road
Festival Square
Edinburgh EH3 9WJ**For official use:
Mortgage Section

Post room



Time Critical Reference

Short particulars of all the property mortgaged or charged.

Please do not write in this margin

See paper apart 1.

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

Particulars as to commission, allowance or discount (note 3)

Nil

Signed



Date: 13/04/00

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 situated in Scotland or Northern Ireland) and Form No. 398 is submitted.
2. A description of the instrument, e.g. '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

**PAPER APART TO FORM 395
ENGLEWOOD LIMITED
COMPANY NUMBER 02630824**

1. By way of legal mortgage all the freehold and leasehold property now vested in the Company whether or not the title to the property is registered at H.M. Land Registry together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
2. by way of fixed charge:-
 - 2.1 all future freehold and leasehold property belonging to the Company together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
 - 2.2 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), plant and machinery which are at any time on the property charged under the debenture;
 - 2.3 all the Company's goodwill and uncalled capital for the time being;
 - 2.4 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, 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.
 - 2.5 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;
 - 2.6 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 as referred to in 2.4 above);
 - 2.7 all present and future plant and machinery not otherwise charged under the provisions referred to in paragraphs 1, 2 and 3 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); and
 - 2.8 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);
3. by way of floating charge all the assets of the Company not effectively otherwise charged under the debenture, including (without limitation) any immovable property of the Company in Scotland and any assets of the Company in Scotland falling within any of the types mentioned in paragraph 2, but so that

the Company is prohibited from creating any fixed security or mortgage or any other floating charge over the assets of the Company having priority over or ranking *pari passu* with the floating charge created by the provisions referred to in this paragraph 3 (otherwise than in favour of **BoS**) and the Company will have no power without the consent of **BoS** to part with or dispose of any part of those assets except by way of sale in the ordinary course of its business.

4. **BoS** may at any time, by notice to the Company, immediately convert the floating charge created under the provisions referred to in paragraph 3 into a fixed charge over any Assets specified in that notice and the floating charge will, without notice from **BoS**, automatically be converted with immediate effect into a fixed charge:-
 - 4.1 in respect of any assets which become subject to a fixed charge in favour of any other person or to a disposition otherwise than by way of sale in the ordinary course of the Company's business immediately upon such charge or disposition;
 - 4.2 in respect of all the assets charged under the provision referred to in paragraph 3 if and when the Company ceases to carry on business or to be a going concern; and
 - 4.3 in respect of all assets on the making of an order for the compulsory winding-up of the Company or on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company or on the presentation of a petition for the making of an administration order in relation to the Company or on the presentation of an application for a warrant of execution, writ of fieri facias, garnishee order or charging order.
5. The provisions referred to in paragraph 4 will not apply to any assets situated in Scotland.
6. The Company will not without the previous written consent of **BoS**:-
 - 6.1 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 any asset charged under the debenture; or
 - 6.2 dispose of or part with possession in any way (except on the determination of any lease, tenancy or licence) or share occupation of any asset; or
 - 6.3 in any way dispose of the equity of redemption of any such asset or any interest in any such asset.
7. The Company will, if required to do so by **BoS**, deposit with **BoS** during the continuance of the security and **BoS** will be entitled to hold all deeds and documents of title relating to the Company's freehold, leasehold and heritable property and stocks, shares and other securities and all policies of insurance and assurance.
8. The Company (at its own cost) will on demand in writing by **BoS** execute and deliver in such form as **BoS** may reasonably require:-
 - 8.1 a legal mortgage of any freehold or leasehold property of the Company which is not effectively charged by the provisions referred to in paragraph 1 and of any freehold or leasehold property acquired by the Company after the date of the debenture;
 - 8.2 a standard security or other fixed security over the Company's heritable freehold, leasehold or other property;
 - 8.3 a fixed charge or assignment in security of any asset subject to a floating charge the provisions referred to in paragraph 3; and

- 8.4 a chattel mortgage over such chattels, plant and machinery as **BoS** may specify and the Company will do and concur in all such other acts or things as **BoS** may deem necessary to vest in **BoS** title to all or any assets.
9. Any fixed mortgage, charge or other security hereafter created by the Company in favour of **BoS** shall have priority over the floating charge created by the debenture, except insofar as **BoS** shall declare otherwise whether at or after the time of creation of such fixed security.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02630824

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 7th APRIL 2000 AND CREATED BY ENGLEWOOD LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR JOHN WILMAN LIMITED TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 14th APRIL 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th APRIL 2000.

Handwritten signature



C O M P A N I E S H O U S E



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES