

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

Name of company

* FLOWCART LIMITED (the "Company")

Date of creation of the charge

1 July 2003

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

Debenture (Senior) made between the Company and the companies named therein (together the "Chargors" and each a "Chargor") (1) and the Agent (2) (the "Debenture")

Amount secured by the mortgage or charge

Please see schedule 1 attached

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

ING BHF-BANK Aktiengesellschaft, London Branch (the "Agent")
61 Queen Street
London

Postcode EC4R 1AF

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

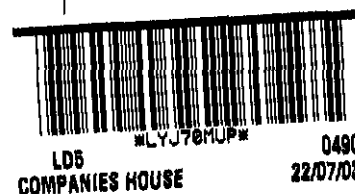
Taylor Wessing
Carmelite
50 Victoria Embankment
Blackfriars
London EC4Y 0DX

Ref: SWL/BHF-1-138

Time critical reference

For official Use
Mortgage Section

Post room



Please see schedule 2 attached.

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

Tog Lacey

Date

21 July 2003

On behalf of [company] [mortgagee/chargee]
~~XXXXXX~~ ~~XXXXXX~~

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

t 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

SCHEDULE 1

Amount secured by mortgage or charge

- (a) All or any of the present or future, actual or contingent obligations or liabilities of the Principal Debtor owed or expressed to be owed to the Agent and/or the Banks under or in connection with the Finance Documents whether owed jointly or severally, as principal or surety or in any other capacity; and
- (b) of each Chargor under any Finance Document to which it is a party (including for the avoidance of doubt, the Guarantee)

including in the case of (a) above anything which would be a liability but for the fact that it is Unenforceable;

(the "**Secured Liabilities**").

SCHEDULE 2

Short particulars of property mortgaged or charged

1. As continuing security for the payment of the Secured Liabilities each Chargor with full title guarantee:
 - (a) charged to the Agent as trustee for the Beneficiaries by way of first legal mortgage all freehold or leasehold property owned by each Chargor at the date of the Debenture including, in the case of the Company, all that leasehold property known as 29 Rutland Street, Leicester as the same is registered at HM Land Registry with title number LT257649;
 - (b) charged to the Agent as trustee for the Beneficiaries by way of first equitable mortgage its interest in any freehold or leasehold property acquired by each Chargor after the date of the Debenture;
 - (c) charged to the Agent as trustee for the Beneficiaries by way of first fixed charge its interest in:
 - (i) all existing and future fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property;
 - (ii) any Investment;
 - (iii) any Hedging Agreement;
 - (iv) its existing and future goodwill and uncalled capital;
 - (v) all existing and future cash at bank;
 - (vi) any Intellectual Property;
 - (vii) any money at the date of the Debenture or at any time thereafter standing to the credit of any Designated Account;
 - (viii) any Building Contract; and
 - (ix) to the extent not otherwise subject to any fixed security in favour of the Agent;

- (A) any existing and future proceeds of any insurance of any Charged Property; and
 - (B) any sum at the date of the Debenture or at any time thereafter received by the Chargors as a result of any order of the court under sections 213, 214, 238, 239 or 244 of the Insolvency Act 1986;
 - (d) assigned to the Agent as trustee for the Beneficiaries by way of fixed charge its interest in and the benefit of all agreements for the supply of goods or services by any Chargor entered into on or before the date of the Debenture and of the agreements and other documents (if any) listed in schedule 5 of the Debenture and the benefit of any guarantee or security for the performance of any of such agreements or other documents provided that if any such agreement, other document, guarantee or security is expressed to be non-assignable then each Chargor charges to the Agent as trustee for the Beneficiaries by way of fixed charge its interest in and the benefit of it;
 - (e) charged its interest in the Debts to the Agent as trustee for the Beneficiaries by way of fixed charge;
 - (f) assigned to the Agent by way of fixed charge its interest in and the benefit of any Intercompany Loan;
 - (g) assigned to the Agent as trustee for the Beneficiaries by way of fixed charge all Rent, Service Charges and Value Added Tax and the benefit of any guarantee or security for the performance of payment of the Rent, Service Charges and Value Added Tax; and
 - (h) charged to the Agent as trustee for the Beneficiaries by way of fixed charge, all other existing and future property of each of the Chargors not charged or assigned by the previous paragraphs of this clause (other than each of the Chargors' stock in trade or work in progress).
2. As continuing security for the payment of the Secured Liabilities each Chargor charged to the Agent as trustee for the Beneficiaries by way of floating charge with full title guarantee the whole of its existing and future undertaking and property to the extent not otherwise at any time subject to any fixed charge in favour of the Agent.

NOTE the Debenture contains, inter alia, the following provisions:

- 1. The Chargors will not except with the prior written consent of the Agent sell, assign, charge, discount, factor or otherwise deal with any of the Debts, or (save for minor bad debts) compound, release or do anything by virtue of which the collection and recovery of any of the Debts may be impeded, delayed or prevented.
- 2. The Chargors will not:
 - (a) sell, transfer, lease or otherwise dispose or purport or agree to dispose of any interest in or lend or grant any licence or other right over any property mortgaged, charged or assigned under clause 3 of the Debenture (save for Licences) or, save for full consideration in money or money's worth and in the ordinary course of the Chargors' business (and save for the Licences), dispose

of any interest in or lend or grant any licence or other right over any of the property charged by way of floating charge under clause 4 of the Debenture;

- (b) create, agree to create or allow to arise or remain outstanding any Encumbrance over any Charged Property; or
 - (c) redeem or purchase its own shares or provide financial assistance for such purposes or pay an abnormal sum by way of dividend.
3. Each of the Chargor's statutory and any other powers of entering into Leases and accepting or agreeing to accept surrenders of Leases will be excluded and will not be exercisable by the Chargors in relation to the Real Property and the Chargors will not without the prior written consent of the Agent:
- (a) part with possession or occupation of, confer any licence or right to occupy nor confer any interest in any Real Property save for Licences;
 - (b) grant any permission to assign, underlet or part with possession or occupation of any Real Property;
 - (c) agree or permit any amendment to or waiver of the terms of any Lease (including any Lease under which each Chargor is tenant); or
 - (d) exercise any power to determine any Lease.

Definitions

"Agreement" means the Original Agreement as varied and novated by the Novation Deed;

"Bank" means each bank or financial institution which is from time to time a party to the Agreement and their successors, transferees and assigns (together the **"Banks"**);

"Beneficiaries" means each of the Agent, the Banks and any Hedge Counterparty;

"Building Contract" shall have the meaning ascribed to it in the Agreement;

"Business Centres" means each of the properties listed in schedule 2 to the Debenture (including the property referred to in paragraph 1(a) above);

"Charged Property" means all property mortgaged, charged or assigned by the Debenture;

"Debts" means all existing and future book and other debts and rights to money and income (including Rent) liquidated and unliquidated owing to each Chargor including the benefit of all negotiable instruments, securities, guarantees and indemnities for such debts and rights but not including cash at bank;

"Designated Account" means:

- (a) any account with the Agent; or
- (b) any account with any other bank which has been notified of the Agent's interest in such account and has agreed in writing not to permit withdrawals from such account except with the written consent of the Agent;

"Encumbrance" means a mortgage, charge, assignment by way of security, pledge, lien, any form of distress, attachment, execution or other legal process or any other type of encumbrance or security interest or any other type of arrangement (including any sale and leaseback or sale and repurchase arrangement) having or intended to have a similar effect;

"Facility" means the term loan facility made available on the terms and conditions set out in the Agreement;

"Finance Documents" shall have the meaning assigned to it in the Agreement;

"Guarantee" means the guarantee of even date with the Novation Deed executed by the Chargors (1) and the Agent (2) in respect of the liability of the Principal Debtor under the Agreement;

"Hedge Counterparty" means the Agent in its capacity as counterparty to any Hedging Agreement with the Principal Debtor or such other counterparty to a Hedging Agreement agreed by the Principal Debtor and the Agent;

"Hedging Agreement" means any agreement entered into by the Hedge Counterparty and the Principal Debtor the effect of which is or is intended to be to limit the net amount of interest payable by the Principal Debtor on the whole or any part of the Loan (or any option which if exercised would have such effect);

"Intellectual Property" means any existing and future right in respect of any patent, copyright, trade mark, service mark, invention, design, knowhow, confidential information or any other kind of intellectual property whether registered or unregistered and any registration or application for registration, licence or permission relating to any of the foregoing;

"Intercompany Loan" means all existing and future amounts at the date of the Debenture or from time to time advanced by any Chargor to any other Chargor;

"Investment" means any existing and future:

- (a) stock, share, bond or any form of loan capital of or in any legal entity;
- (b) unit in any unit trust or similar scheme;
- (c) warrant or other right to acquire any such investment,

and, to the extent not constituting a Debt, any income, offer, right or benefit in respect of any such investment;

"Lease" includes any underlease, tenancy, letting, licence, any document supplemental or collateral to any of them and any agreement to enter into any of them but excludes a Licence entered into in the ordinary course of business and the expression tenant will be construed accordingly;

"Licence" means a licence entered into by a Chargor with a user of part of a Business Centre in the ordinary course of business in the form approved by the Agent in accordance with the requirements of the Agreement;

"Loan" means at any relevant time the principal amount outstanding under the Facility;

"Novation Deed" means the deed of novation dated 1 July 2003 made between the Principal Debtor (as transferee) (1), the Original Principal Debtor (as transferor) (2), the companies named therein (3), the Banks (4) and the Agent (4) in respect of the Original Agreement,

pursuant to which the Principal Debtor assumed all obligations of the Original Principal Debtor under the Original Agreement;

"Original Agreement" means a syndicated loan agreement dated 2 August 1999 made between the Original Principal Debtor (1), amongst others, the Chargors (2), the Banks (3) and the Agent (4) in respect of a facility for a maximum principal amount of up to £31,000,000 and a guarantee facility of £5,000,000;

"Original Principal Debtor" means MWB Business Exchange Limited (company number 3195480);

"Principal Debtor" MWB Business Exchange Holdings Limited (Company number 4659213) of 179 Great Portland Street, London W1W 5LS;

"Real Property" means all freehold or leasehold property forming part of the Charged Property;

"Rent" means, in respect of any Real Property, all rent and other income payments or sums payable to the Chargors in respect of such Real Property or any part thereof by any lessee, tenant, licensee or other occupier of such Real Property or part thereof including any surety for the same including Service Charges and any Value Added Tax payable on any of the above;

"Service Charges" means any service charges payable by any lessee, tenant, licensee or other occupier of any Real Property pursuant to the terms of any Lease, tenancy, licence or other arrangement, including but not limited to costs of maintenance, lighting, cleaning, heating, insurance and promotion fund contributions and premiums and other sums and Value Added Tax thereon;

"Unenforceable" means void, voidable, invalid, unenforceable or otherwise irrecoverable (whether or not known to the Agent, any Bank or any Chargor) and **"Unenforceability"** will be construed accordingly; and

"Value Added Tax" means value added tax or any other tax substituted for that tax or in respect of supplies, turnover or value added sales.

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY No. 02654131

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE (SENIOR) DATED THE 1st JULY 2003 AND CREATED BY FLOWCART LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE PRINCIPAL DEBTOR AND OF EACH CHARGOR TO THE AGENT AND/OR THE BANKS UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 22nd JULY 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th JULY 2003.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —