COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not write in this margin

CHA 116

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

* insert full name of company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number 3161998

Name of company

* North Western Properties & Developments Limited (the "Chargor")

Date of creation of the charge

6th December 1996

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

Composite guarantee and debenture made between (1) the Chargor and others and (2) The British Linen Bank Limited as agent and trustee for the Banks (as hereinafter defined) (the "Agent") (the "Debenture").

Amount secured by the mortgage or charge

All moneys and liabilities covenanted to be paid or discharged by the Chargor pursuant to the Debenture, being in particular those amounts set out in clause 2 of the Debenture, as set out below:-

2.1 COVENANT TO PAY; GUARANTEES: The Chargor:

(a) covenanted that it will on demand pay to the Agent for the account of the Banks (as hereinafter defined) and the Agent all moneys and discharge all obligations and liabilities now or hereafter due, owing or incurred by it to the Banks (as hereinafter defined) or any of them and/or the Agent under or pursuant to a facility agreement dated 6 December 1996 and made between (1) Blemain Group plc (2) the Agent as

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

The British Linen Bank Limited acting through its branch at 19/21 Spring Gardens, Manchester, as agent and trustee for the Banks (as hereinafter defined).

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

Addleshaw Sons & Latham
Dennis House
Marsden Street
Manchester
M2 1JD

Time critical reference
CMW04s 350/004.CER

For official use
Mortgage Section | Post room

PMO *P7GX4RLP* 82
COMPANIES HOUSE 18/12/96

Short particulars of all the property mortgaged or charged

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

3.1 FIXED CHARGE:

The Chargor with full title guarantee charged to the Agent (as agent and trustee for the Banks (as hereinafter defined) and the Agent) by way of first fixed charge (and as regards all those parts of the freehold and leasehold property in England and Wales now vested in the Chargor by way of first legal mortgage) as a continuing security for the payment and discharge of the Secured Obligations (as hereinafter defined) the following assets, both present and future, from time to time owned by the Chargor or in which the Chargor may from time to time have an interest:

(a) PROPERTIES: all freehold and leasehold property of the Chargor situate in England and Wales and all liens, charges, options, agreements, rights and interests in or over land or the proceeds of sale of land situate in England and Wales and all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on such property or land together with all rights, easements and privileges appurtenant to, or benefitting, the same;

Particulars as to commission allowance or discount (note 3)

None

Signed Addleshaw Sons & Hatham Date 17 December 1996

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.

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

CHA 116

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

Company Number

3161998

Name of Company

North Western Properties & Developments Limited (the "Chargor")

Limited*

* delete if inappropriate

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

Please do not write in this binding margin

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

Arranger (3) the Banks (as hereinafter defined) and (4) the Agent as Agent and as security agent (the "Facility Agreement") and/or, as the case may be, the Debenture; and

(b) guaranteed that it will on demand pay to the Agent for the account of the Banks (as hereinafter defined) and the Agent all moneys and discharge all liabilities now or hereafter due, owing or incurred to the Banks (as hereinafter defined) or any of them and/or the Agent by (i) Blemain Group plc (ii) each other Company (as hereinafter defined) (iii) any Additional Borrower (as hereinafter defined) and (iv) any other member of the Charging Group (as hereinafter defined);

in each case when the same become due for payment or discharge whether by acceleration or otherwise, and whether such moneys, obligations or liabilities are express or implied; present, future or contingent; joint or several; incurred as principal or surety; originally owing to the Banks (as hereinafter defined) or any of them or the Agent or purchased or otherwise acquired by them or it; denominated in sterling or in any other currency; or incurred on any banking account or in any other manner whatsoever.

2.2 CERTAIN LIABILITIES: The liabilities referred to in clause 2.1 shall, without limitation, include:

(a) all liabilities under or in connection with foreign exchange transactions, interest rate swaps and other arrangements entered into for the purpose of limiting exposure to fluctuations in interest or exchange rates;

(b) all liabilities arising from the issue, acceptance, endorsement, confirmation or discount of any negotiable or non-negotiable instruments, documentary or other credits, bonds, guarantees, indemnities or other instruments of any kind; and

(c) interest (both before and after judgment) to date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees and other charges and all reasonable legal and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Banks (as hereinafter defined) or any of them or the Agent in relation to any such moneys, obligations or liabilities or generally in respect of the Chargor.

2.3 CHARGOR AS PRINCIPAL DEBTOR; INDEMNITY:

As a separate and independent stipulation, the Chargor agreed that if any purported obligation or liability of the Chargor (or any other Company) or other person which would have been the subject of a Guarantee (as hereinafter defined) had it been valid and enforceable is not or ceases to be valid or enforceable against the Chargor (or such other Company) or other person on any ground whatsoever whether or not known to the Banks or the Agent (including, without limitation, any irregular exercise or absence of any corporate power or lack of authority of, or breach of duty by, any person purporting to act on behalf of the Chargor (or such other Company) or other person or any legal or other limitation, whether under the Limitation Acts or otherwise, any disability or Incapacity or any change in the constitution of the Chargor (or such other Company) or other person) the Chargor (together with all other Companies) shall nevertheless be jointly and severally liable to the Banks in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Chargor (together with all other Companies) were the principal debtors in respect thereof. The Chargor (together with all other

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

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(b) PLANT AND MACHINERY: all plant, machinery, vehicles, computers and office and other equipment and the benefit of all contracts and warranties relating to the same;

(c) SECURITIES: all stocks, shares, bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests (including but not limited to loan capital) in any person, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect thereof;

(d) DEBTS: all book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts (including, without limitation, the Contracts (as defined in the Debenture)) or in any other manner whatsoever and whether originally owing to the Chargor or purchased or otherwise acquired by it including, without limitation, any amount from time to time standing to the credit of any bank or other account with the Agent or any of the Banks (as hereinafter defined) or with any other person (including without limitation the Accounts (as defined in the Debenture) or any of them) and all things in action which may give rise to any debt, revenue or claim, together with the full benefit of any Encumbrances (as defined in the Debenture), Collateral Instruments (as defined in the Debenture) and any other rights relating thereto including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights;

(e) CONTRACTS: all contracts or other agreements between the Chargor and its customers from time to time relating to the provision of credit or other finance facilities whether by way of loan, hire purchase, conditional sale, hire, leasing or other credit or loan arrangement whatsoever, whether proprietary, contractual or otherwise under or arising out of or evidenced by such contract or other agreement together with the right to receive repayments and all other payments whatsoever due or to become due under or by virtue of the Contracts (as defined in the Debenture) or any of them;

(f) ACCOUNTS: the Accounts (as defined in the Debenture) together with, to the extent (if at all) not already charged hereby, all monies from time to time standing to the credit of an Account;

(g) INSURANCE: all moneys from time to time payable to the Chargor under or pursuant to the Insurances (as defined in the Debenture) including without limitation the refund of any premiums;

(h) GOODWILL AND UNCALLED CAPITAL: all goodwill and uncalled capital;

(i) INTELLECTUAL PROPERTY RIGHTS: all patents, patent applications, trade marks and service marks (whether registered or not), trade mark applications, service mark applications, trade names, registered designs, design rights, copyrights, computer programmes, know-how and trade secrets and all other industrial or intangible property or rights and all licences, agreements and ancillary and connected rights relating to, intellectual and intangible property.

3.2 ASSIGNMENTS BY WAY OF SECURITY: The Chargor, with full title guarantee and as a continuing security for the payment and discharge of the Secured Obligations (as hereinafter defined), assigned and agreed to assign absolutely to the Agent:-

(a) all its right, title and interest in and to the Keyman Insurance Policy (as defined in the Debenture);

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COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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Particulars of a mortgage or charge (continued)

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

CHA 116

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

Company Number

3161998

Name of Company

North Western Properties & Developments Limited (the "Chargor")

Limited*

* delete if inappropriate

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

Please do not write in this binding margin

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Companies) jointly and severally agreed to keep the Agent and the Banks fully indemnified on demand against all damages, losses, costs and expenses arising from any failure of the Chargor (or such other Company) or other person to perform or discharge any such purported obligation or liability.

2.4 STATEMENTS OF ACCOUNT CONCLUSIVE

Any statement of account of the Chargor or other person liable, signed as correct by an officer of the Agent, showing the amount of the indebtedness and liabilities of the Chargor or other person, shall, in the absence of manifest error, be binding and conclusive on and against all the Companies (as hereinafter defined).

2.5 NO SECURITY TAKEN BY COMPANIES:

The Chargor warranted that it has not taken or received, and undertook that until all the Secured Obligations (as hereinafter defined) have been paid or discharged in full it will not take or receive, any security from any other Company (as hereinafter defined) or person liable in respect of its obligations under its Guarantee.

2.6 INTEREST:

The Chargor agreed to pay interest on each amount demanded of it under its Guarantee from the date of such demand until payment (after as well as before judgment) at the Default Rate (as hereinafter defined). Such interest shall be compounded at the end of each period determined for this purpose by the Agent in the event of it not being paid when demanded but without prejudice to the Banks' rights to require payment of such interest.

2.7 NO SET-OFF OR COUNTERCLAIM:

All payments to be made by the Chargor under the Debenture shall be made in full, without any set-off or counterclaim whatsoever and, subject as provided below, free and clear of any deductions or withholdings in the relevant currency on the due date to such account as the Agent may from time to time specify. If at any time the Chargor is required to make any deduction or withholding in respect of taxes from any payment due under the Debenture for the account of any Bank or the Agent (or if the Agent is required to make any such deduction or withholding from a payment to a Bank) the sum due from the Chargor in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, each Bank and the Agent receives on the due date for such payment (and retains, free from any liability in respect of such deduction or withholding) a net sum equal to the sum which it would have received had no such deduction or withholding been required to be made and the Chargor shall indemnify each Bank and the Agent against any losses or costs incurred by any of them by reason of any failure of the Chargor to make any such deduction or withholding or by reason of any increased payment not being made on the due date for such payment. The Chargor shall promptly deliver to the Agent any receipts, certificates or other proof evidencing the amount (if any) paid or payable in respect of any deduction or withholding as aforesaid.

DEFINITIONS

"Banks" means The British Linen Bank Limited of 19/21 Spring Gardens, Manchester, National Westminster Bank plc of 55 King Street, Manchester, Barclays Bank PLC of 51 Mosley Street, Manchester and Lloyds Bank Plc of 53 King Street, Manchester and such expression shall also include their successors, transferees and assignees, whether immediate or derivative.

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

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(b) all its right, title and interest in and to the Existing Contracts (as defined in the Debenture) together with the right to receive repayments and all other payments whatsoever due or to become due under or by virtue of the Contracts (as defined in the Debenture) or any of them;

(c) all its right, title and interest in and to the Existing Accounts (as defined in the Debenture) and any moneys from time to time standing to the credit of any such accounts and the debt or debts constituted thereby.

3.3 REDEMPTION AND RE-ASSIGNMENT: Subject always to clause 12.7 of the Debenture, upon proof being given to the Agent that the Secured Obligations (as hereinafter defined) have been paid or discharged in full, and that the Banks (as hereinafter defined) have no further obligations, whether actual or contingent, to make any credit or accommodation available under the Facility Agreement, the Agent shall at the request and cost of the Chargor release and/or reassign the Charged Assets (as defined in the Debenture) to the Chargor or as it may direct.

3.4 FLOATING CHARGE: The Chargor with full title guarantee charged to the Agent (as agent and trustee for the Banks (as hereinafter defined) and the Agent) by way of first floating charge as a continuing security for the payment and discharge of the Secured Obligations (as hereinafter defined) its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to clauses 3.1 and 3.2 of the Debenture or otherwise pursuant to the Debenture but including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland.

3.5 RESTRICTIONS ON DEALING WITH CHARGED ASSETS: The Chargor covenanted that it will not without the prior consent in writing of the Agent such consent not to be unreasonably withheld or delayed;

(a) dispose of, or create or attempt to create or permit to subsist or arise any Encumbrance (as defined in the Debenture) on or over, the Debts (as defined in the Debenture) or any part thereof or release, set off or compound or deal with the same otherwise than in accordance with clause 5.1(a) of the Debenture;

(b) create or attempt to create or permit to subsist in favour of any person other than the Agent any Encumbrance (except a Permitted Encumbrance (as defined in the Debenture)) on or affecting the Charged Assets (as defined in the Debenture) or any part thereof; or

(c) dispose of the Charged Assets (as defined in the Debenture) or any part thereof or attempt or agree so to do except in the case of:

(i) stock-in-trade (including Stocks (as defined in the Debenture)), which may, subject to the other provisions of the Debenture, be sold at full market value in the usual course of trading as now conducted and for the purpose of carrying on the Chargor's business (as hereinafter defined); and

(ii) other Floating Charge Assets (as definded in the Debenture) which may, subject to the other provisions of the Debenture, be disposed of in the ordinary course of business.

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COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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Particulars of a mortgage or charge (continued)

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

CHA 116

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

Company Number

3161998

Name of Company

North Western Properties & Developments Limited (the "Chargor")

Limited*

* delete if inappropriate

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

Please do not write in this binding margin

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

"Company" means any of Blemain Group plc, the Original Charging Subsidiaries (as hereinafter defined), the Additional Borrowers (as hereinafter defined) (if any) and any other Subsidiary (as hereinafter defined) (if any) of Blemain Group plc which pursuant to the terms of the Facility Agreement is required to become, and becomes a party to the Debenture pursuant to a Supplemental Deed (as hereinafter

defined), and "Companies" shall mean all of them from time to time.

"Additional Borrower" shall have the same meaning as in the Facility Agreement.

"Charging Group" shall have the same meaning as in the Facility Agreement.

"Guarantee" means, in relation to a Company, the obligations of that Company pursuant to clause 2.1(b) of the Debenture and includes the obligations of the Company arising by virtue of clauses 2.3, 2.7 and 12 of the Debenture.

"Default Rate" shall have the same meaning as in the Facility Agreement.

"Secured Obligations" means all moneys, obligations and liabilities covenanted to be paid or discharged under or pursuant to clause 2 of the Debenture, as set out above.

"Original Charging Subsidiaries" means those subsidiaries of Blemain Group plc set out in schedule 2 of the Debenture.

"Subsidiary" shall have the meaning given to it by Section 736 of the Companies Act 1985.

"Supplemental Deed" means a deed supplemental to the Debenture executed by a Subsidiary of Blemain Group plc in form and substance satisfactory to the Agent by virtue of which that Subsidiary becomes bound by the Debenture in the capacity of a Company.

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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)

Please do not write in this binding margin

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

3.6 CREDIT BALANCES: The Chargor irrevocably and unconditionally agrees that if there shall from time to time by any credit balance on any of its accounts with any of the Banks (as hereinafter defined), each Bank shall have the absolute right to refuse to permit such credit balance to be utilised or withdrawn by the Chargor whether in whole or in part if at that time there are outstanding any of the Secured Obligations (as hereinafter defined).

3.7 AUTOMATIC CONVERSION OF FLOATING CHARGE: Notwithstanding anything expressed or implied in the Debenture, if the Chargor creates or attempts to create any Encumbrance (as defined in the Debenture) over all or any of the Floating Charge Assets (as defined in the Debenture) without the prior consent in writing of the Agent or if any person levies or attempts to levy any distress, execution, sequestration or other process or does or attempts to do any diligence in exeuction against any of the Floating Charge Assets (as defined in the Debenture), the floating charge created by clause 3.4 over the property or asset concerned shall thereupon automatically without notice be converted into a fixed charge.

3.8 CONVERSION OF FLOATING CHARGE BY NOTICE: Notwithstanding anything expressed or implied in the Debenture but without prejudice to clause 3.7 thereof, the Agent shall be entitled at any time by giving notice in writing to that effect to the Chargor to convert the floating charge over all or any part of the Floating Charge Assets (as defined in the Debenture) into a fixed charge as regards the assets specified in such notice.

3.9 H M LAND REGISTRY: At the reasonable request of the Agent the Chargor will apply to the Chief Land Registrar for the registration of the following restriction against each registered title hereby charged (or any unregistered land which is subject to first registration):

"Except under an Order of the Registrar no disposition or charge or other security interest is to be registered or noted without the consent of the proprietor for the time being of Charge No. ".

3.10 THE FACILITY AGREEMENT: The obligation on the part of the Banks (as hereinafter defined) to make further advances to the Chargor under the Facility Agreement shall be deemed to be incorporated in the Debenture for the purposes of Section 94(1)(c) Law of Property Act 1925 and the Chargor hereby applies to the Chief Land Registrar to enter a note of such obligation on the register of each of the titles referred to in clause 3.9 of the Debenture.

Laserform International Limited 5/94

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03161998

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND DEBENTURE DATED THE 6th DECEMBER 1996 AND CREATED BY NORTH WESTERN PROPERTIES & DEVELOPMENTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OF THE OTHER COMPANIES NAMED THEREIN TO THE BRITISH LINEN BANK LIMITED,AS AGENT AND TRUSTEE FOR THE BANKS (AS DEFINED) ON ANY ACCOUNT WHATSOEVER PURSUANT TO CLAUSE 2.1 OF THE DEBENTURE (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 18th DECEMBER 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th DECEMBER 1996.

M. IKRAM DAR.

for the Registrar of Companies

19/12
Post
DP

COMPANIES HOUSE

HC026B