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* insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

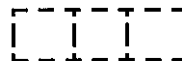


395

To the Registrar of Companies

For official use

Company number



3165769

Name of company

* BOOM LIMITED ("the Company")

Date of creation of the charge

7th August 1998

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

DEBENTURE ("the Deed")

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 BoS by the Company, whether 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 Deed ("the Secured Liabilities").

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

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND, London Chief Office,
38 Threadneedle Street, London EC2P 2EH ("BoS")

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

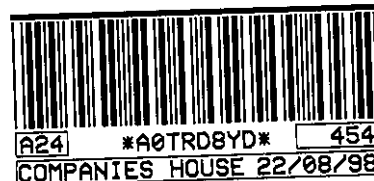
Dibb Lupton Alsop
125 London Wall
London EC2Y 5AE

JR/ams/banking

swana forms 395 Boom Deb

Time critical reference

For official use
Mortgage Section



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1. Charging provisions

1.1 The Company charged to BoS as a continuing security and with full title guarantee for the payment or discharge of the Secured Liabilities:-

1.1.1 by way of legal mortgage all the freehold and leasehold property (including the property described in the Schedule to the Deed but excluding any leasehold property subject to a restriction or prohibition on charging) vested in it as at 7th August 1998 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;

1.1.2 by way of fixed charge:-

(a) all future freehold and leasehold property but excluding any leasehold property subject to a restriction or prohibition on charging 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;
continued on continuation sheet 1, page 4

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Bobb Lupton

Date

21 August 1998

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

† delete as
appropriate

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

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

CHA 116

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Company Number

3165769

Name of Company

BOOM LIMITED ("the Company")

~~limited~~

* delete if
inappropriate

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

NOTE.

In this form:-

"Assets" shall mean the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company.

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

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(b) 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 Deed;

(c) all the Company's goodwill and uncalled capital for the time being;

(d) 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 as at 7th August 1998 or may be entitled under any contracts;

(e) 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;

(f) all present and future book and other debts and monetary claims of the Company whether payable as at 7th August 1998 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 under sub-clause (b) of the Deed);

(g) all present and future plant and machinery not otherwise charged under Clause 3 of the Deed 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

(h) 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);

1.1.3 by way of floating charge all the Assets not effectively otherwise charged by Clause 3 of the Deed, including (without limitation) any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in sub-clause 3.1.2 of the Deed, but so that the Company is prohibited from creating any fixed security or mortgage or any other floating charge over the Assets having priority over or ranking pari passu with the floating charge created by sub-clause 3.1.3 (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.

1.2 BoS may at any time, by notice to the Company, immediately convert the floating charge created under sub-clause 3.1.3 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:-

continued on continuation sheet 2, page 4

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

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

CHA 116

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Company Number

3165769

Name of Company

BOOM LIMITED ("the Company")

~~limited~~*

* delete if
inappropriate

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

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

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1.2.1 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;

1.2.2 in respect of all the Assets charged under sub-clause 3.1.2 of the Deed if and when the Company ceases to carry on business or to be a going concern; and

1.2.3 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.

1.3 Sub-clause 3.2 of the Deed will not apply to any Assets situated in Scotland.

1.4 The Company will not without the previous written consent of BoS:-

1.4.1 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 Deed; or

1.4.2 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

1.4.3 in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset

and the Company applied (and will apply), to the Chief Land Registrar for a restriction to be entered on the register of title of all present and future registered freehold and leasehold property of the Company in the following terms:-

"Except under an order of the Registrar no disposition by the proprietor of the land is to be registered without the consent of the proprietor for the time being of the charge hereby created".

1.5 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.

1.6 The Company (at its own cost) will on demand in writing by BoS execute and deliver in such form as BoS may reasonably require:-

1.6.1 a legal mortgage of any freehold or leasehold property of the Company which is not effectively charged by sub-clause 3.1.1 of the Deed and of any freehold or leasehold property acquired by the Company after the date of the Deed;

1.6.2 a standard security or other fixed security over the Company's heritable freehold, leasehold or other property;

continued on continuation sheet 3, page 4

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

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

CHA 116

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Company Number

3165769

Name of Company

BOOM LIMITED ("the Company")

~~limited~~*

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

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

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1.6.3 a fixed charge or assignment in security of any Asset subject to a floating charge under sub-clause 3.1.3 of the Deed; and

1.6.4 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 of the Assets.

1.7 Any fixed mortgage, charge or other security created after 7th August 1998 by the Company in favour of BoS shall have priority over the floating charge created by the Deed, except insofar as BoS shall declare otherwise whether at or after the time of creation of such fixed security.

1.8 The Company will pay into its account with BoS (or as BoS may direct) all moneys which it receives in respect of any policies of insurance or assurance, fees, royalties, income or book or other debts or any other of the rights and claims charged to BoS under sub-clause 3.1.2 of the Deed and until such payment hold all moneys so received upon trust for BoS and will not without the prior written consent of BoS charge, factor, discount, or assign any of those policies, fees, royalties, income, debts, rights or claims in favour of any other person or purport to do so.

2. Security to be continuing

2.1 The security will be a continuing security for the Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or other matter or thing whatsoever and will be without prejudice and in addition to any other right remedy or security of whatever sort which BoS may hold at any time for the Secured Liabilities or any other obligation whatsoever and will not be affected by any release, reassignment or discharge of such other right remedy or security.

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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. 03165769

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 7th AUGUST 1998 AND CREATED BY BOOM LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY 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 22nd AUGUST 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th AUGUST 1998.

M. Ikram Dar
M. IKRAM DAR,

for the Registrar of Companies



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