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## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

Pursuant to section 395 of the Companies Act 1985

CHA 116

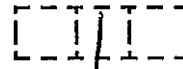
Please complete  
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in black type, or  
bold block lettering

\*insert full name  
of company

To the Registrar of Companies

For official use

Company number



3189091

Name of company

\* BREAKTODAY LIMITED (the "Company")

Date of creation of the charge

24th May 1996

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

Keyman Insurance Assignment (the "Assignment") dated 24th May 1996 made between the Company and National Westminster Bank PLC as Security Trustee for the Secured Parties (as defined below).

Amount secured by the mortgage or charge

The actual, contingent, present and/or future obligations and liabilities of the Company to any of the Security Trustee, the Facility Agent the Working Capital Bank and the Banks (all as defined below) under, or pursuant to, all or any of the Financing Documents (as defined below).  
Definitions:

"Credit Agreement" means the Credit Agreement dated 24th May 1996 made between the Company, Breaktoday Limited, certain Banks; and National Westminster Bank Plc as facility agent, and Working Capital Bank;

cont....

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

National Westminster Bank PLC of 41 Lothbury, London as agent and trustee for the Secured Parties (as defined below).

Postcode

EC2P 2BP

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

Wilde Sapte  
1 Fleet Place  
London  
EC4M 7WS

145 LONDON  
Ref SJC/SLH/697419.BF166632

Time critical reference

For official use  
Mortgage Section

Post room



KLO \*KX90YM6G\* 1943  
COMPANIES HOUSE 06/06/96

Short particulars of all the property mortgaged or charged

The Company assigned absolutely with full title guarantee all its rights, benefit and title in and to the policy and the proceeds set out in the schedule below, (the "Policy"), and the full benefit thereof as a continuing security to the Security Trustee as agent and trustee for the Secured Parties.

Schedule - The Policy

GEOFFREY CHARLES	£1,000,000	3 yrs from	Legal & General
BENJAMIN HARRISON		24.05.96	Policy No. 008379306

NOTE

The Company covenanted with the Security Trustee in the Assignment that during the subsistence of the security created pursuant to the Assignment it would not create any Further Encumbrances (as defined below) over or in

contd....

Particulars as to commission allowance or discount (note 3)

NIL

Signed

*Wilde Septe*

Date

*6.6.96*

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 \_\_\_\_\_  
to Form No 395 and 410 (Scot)

CHA 116

Please complete  
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Company Number

3189091

Name of Company

BREAKTODAY LIMITED (the "Company")

Limited\*

\* delete if  
inappropriate

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

"Financing Documents" means the Credit Agreement (as defined above), the Fees Letter from National Westminster Bank Plc as Facility Agent to the Company, the Interest Rate Protection Agreements entered into by the Company and any Bank for the purpose of hedging interest rate liabilities and the Security Documents (as defined below);

"Secured Parties" means all and each of the Security Trustee, the Facility Agent, the Working Capital Bank and the Banks; and

"Security Documents" means each Guarantee and Debenture executed by a company with the Group, the Keyman Insurance Assignment executed by the Company, the Trade Marks Charge executed by Duralay Limited, the Subordination Agreement executed by the Company, National Westminster Bank Plc as Security Trustees, the Noteholders and the Investors (each as defined in the Subordination Agreement) together with any guarantees and documents creating security executed and delivered after the date hereof as security for any of the obligations and liabilities of the Company or any other company within the Group under any of the Financing Documents.

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

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bold block lettering

respect of the Policy set out in the Schedule above other than Permitted Encumbrances (as such term is defined in the Credit Agreement).

Definitions:

"Encumbrances" means any mortgage, charge, assignment for the purpose of security, pledge, lien, right of set-off, retention of title provisions, hypothecation or trust arrangement for the purpose of granting security or other security interest of any kind whatsoever, and any agreement to create any of the same or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is to be leased to or reacquired by a member of the Group; and

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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. 03189091

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A KEYMAN INSURANCE ASSIGNMENT DATED THE 24th MAY 1996 AND CREATED BY BREAKTODAY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NATIONAL WESTMINSTER BANK PLC (AS AGENT AND TRUSTEE FOR THE SECURED PARTIES (AS DEFINED)) UNDER OR PURSUANT TO ALL OR ANY OF THE FINANCING DOCUMENTS (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 6th JUNE 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th JUNE 1996.

RICHARD NEIL OWENS

for the Registrar of Companies



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

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