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*insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

[2][1][1][1]

1389091

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)

Guarantee and Debenture (the "Debenture") 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 and any other company within the Group (as defined below) to any of the Facility Agent, the Security Trustee, the Banks and the Working Capital Bank (all as defined in the Credit Agreement) under or pursuant to, the Financing Documents (as defined below).

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E - The Co and/or any other company within the Group (as defined) to

T

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 above)

Postcode

EC2P 2BP

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

Wilde Sapte
1 Fleet Place
London
EC4M 7WS

DX: 145 London
JJ/SLH/697419/BF0166709.01

Time critical reference

For official use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

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(a) by way of fixed charge all estates or interests in any freehold, leasehold and other immovable property as at the date of the Debenture or at any time during the continuance of the security created by the Debenture belonging to the Company and the proceeds of sale thereof and all buildings and trade and other fixtures from time to time on any such property belonging to or charged to the Company;

(b) by way of fixed charge all plant, machinery, vehicles, computers office and other equipment owned by the Company both present and future;

(c) by way of fixed charge all book debts and other debts as at the date of the Debenture and from time to time due or owing to the Company (the "Debts") and (subject to the provisions of Clause 6.2 of the Debenture) all moneys which the Company receives in respect thereof;

..... continued

Particulars as to commission allowance or discount (note 3)

NIL

Signed Wilde Sapk

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 1
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

1389091

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)

Definitions:

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

"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);

"Group" means the Company and Duralay Limited, and each of their respective subsidiaries from time to time;

"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 within 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 Trustee, 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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(d) by way of fixed charge (but subject to the provisions of clause 6.2 of the Debenture) all balances standing to the credit of any current, deposit or other account of the Company with the Security Trustee or any other Secured Party (including, inter alia, any account designated a realisations account for the proceeds of disposals of any of the assets of the Company) or with other bankers, financial institutions or similar third parties (the "Credit Balances");

(e) by way of fixed charge all stocks, shares, debentures, bonds, notes, loan capital of:

(i) any subsidiary of the Company; and

(ii) any other body corporate;

which may as at the date of the Debenture or thereafter be legally or beneficially owned by the Company and all rights to subscribe for, redeem, convert other securities into or otherwise acquire any of the same which may as at the date of the Debenture or thereafter belong to the Company, together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;

(f) by way of fixed charge the goodwill of the Company and its uncalled capital as at the date of the Debenture or at any time thereafter in existence;

(g) by way of fixed charge all trade marks, copyrights, design rights, registered designs, licences, tradenames, know-how, confidential information and inventions or other rights of every kind deriving therefrom as at the date of the Debenture or at any time thereafter owned by the Company (the "Intellectual Property") and all fees, royalties and other rights of every kind deriving from the use or exploitation of such copyrights, trade marks, tradenames, know-how and inventions;

(h) by way of floating charge the whole of the Company's undertaking and all its property, assets and rights, whatsoever and wheresoever, present and future, other than any property or assets from time to time or for the time being effectively mortgaged or charged to the Security Trustee by way of fixed charge by clause 3 of the Debenture or any other Security Document (the "Floating Charge Property"); and

(i) the Company assigned with full title guarantee of all its rights, title and interest (present and future) under the Acquisition Agreement (as defined below) to the Security Trustee as agent and trustee for the Secured Parties.

NOTE

The Company covenanted in the Debenture that without the prior written consent of the Security Trustee it shall not nor shall it agree or purport to:

(a) create or permit to subsist any Encumbrance (as defined below) (other than Permitted Encumbrances (as defined below)) over any of the Charged Property (as defined below) whether in any such case ranking in priority to or pari passu with or after the security created by the Debenture; or

(b) sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or any part of the Charged Property.

... continued

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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

1389091

Name of Company

Breaktoday 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)

Please complete
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The Company also covenanted that without the prior consent in writing of the Security Trustee it shall not:

(a) sell, factor, discount or otherwise charge or assign the Debts in favour of any other person or purport to do so; or

(b) sell or otherwise charge or assign any Credit Balance in favour of any person or purport to do so; or

(c) allow any person other than itself to be registered under the Land Registration Act 1925 as proprietor of the Charged Property or any part thereof or create or permit to arise any overriding interest (as specified in section 70(1) of the Land Registration Act 1925) affecting such property.

DEFINITIONS

"Acquisition Agreement" means the share sale agreement dated 24th May 1996 relating to the sale and purchase of inter alia, all of the issued share capital in Duralay Limited and made between BBA Group PLC and the Company;

"Charged Property" means the property assets and income of the Company mortgaged or charged to the Security Trustee (whether by way of legal mortgage, fixed or floating charge) by or pursuant to the Debenture and each and every part thereof;

"Encumbrance" 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.

"Permitted Encumbrance" has the meaning ascribed to such term in the Credit Agreement.

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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 GUARANTEE AND DEBENTURE DATED THE 24th MAY 1996 AND CREATED BY BREAKTODAY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ANY OTHER COMPANY WITHIN THE GROUP (AS DEFINED) TO NATIONAL WESTMINSTER BANK PLC (AS AGENT AND TRUSTEE FOR THE SECURED PARTIES (AS DEFINED)) UNDER OR PURSUANT TO, 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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