

Particulars of a mortgage or charge**395****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

[13]

3966333

Name of company

* Darchem Holdings Limited (the "Company")

Date of creation of the charge

30 March 2004

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

Supplemental Deed dated 30 March 2004 to the Composite Guarantee and Debenture (the "Debenture") dated 22 December 2000 and registered 9 January 2001 (the "Supplemental Deed")

Amount secured by the mortgage or charge

All monies and liabilities now or at any time hereafter due owing or incurred to the Bank by the Company in any way whatsoever as set out in the Debenture as that has been amended by the Supplemental Deed

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

The Governor and Company of the Bank of Scotland
Uberior House, 61 Grassmarket, Edinburgh

Postcode EH1 2JF

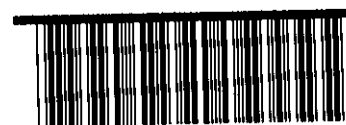
Presenter's name address and
reference (if any):Addleshaw Goddard
Sovereign House, PO Box 8,
Sovereign Street, Leeds,
LS1 1HQ

ECH/1056-328

Time critical reference

For official Use
Mortgage Section

Post room

A27
COMPANIES HOUSE0711
06/04/04

Short particulars of all the property mortgaged or charged

See Annexure

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

Adleshaw Goddard

Date 5 April 2004

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

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

† 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

Annexure 1

Pursuant to the Debenture (and as that has been amended by the Supplemental Deed):

- 1 First fixed charge (and as regards all those parts of the freehold and leasehold property in England and Wales now vested in the Company by way of first legal mortgage) the following assets both present and future, from time to time owned by the Company or such interest as the Company may from time to time have in:
 - (a) all freehold and leasehold property of the Company and all rights 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 benefiting, the same;
 - (b) all plant, machinery, vehicles, computers and office and other equipment and the benefit of all contracts, licences and warranties relating to the same (including all hire agreements in respect thereof);
 - (c)
 - (i) all stocks, shares, securities and other interests both present and future (including (without prejudice to the generality of the foregoing) loan capital), in any company or person including, without limitation, any shares in any subsidiary;
 - (ii) all stocks, shares, rights, monies or property accruing or offered at any time by way of conversion, redemption, bonus, rights, preference, option, capital reorganisation or otherwise to or in respect of any of the rights described in this clause 1(c)(ii) including all dividends, interest and other income payable in connection therewith;
 - (d)
 - (i) all monies (including accrued interest) from time to time standing to the credit of each of its present and future accounts with any bank, financial institution or other person and the debts represented thereby;
 - (ii) all of its present and future book and other debts, revenues and claims (including choses in action which give rise or may give rise to a debt or debts) and all other monies due and owing to it or which may become due and owing to it at any time in the future;
 - (iii) the proceeds of book debts and claims charged pursuant to clause 1(d)(ii) which proceeds shall, for the avoidance of doubt on payment into a designated account or collateral account cease to be subject to such charge in clause 1(d)(ii) but shall be subject to a fixed charge under clause 1(d)(i);
 - (e) all monies from time to time payable to the Company under or pursuant to any insurance policy including, without limitation, all claims and the refund of any premiums;
 - (f) all goodwill and uncalled capital of the Company;
 - (g) (to the extent only that the assignment in clause 4 is not effective) all present and future patents, patent applications, trade marks, trade mark applications, trade and brand names, registered designs, design rights, copyrights, rights in the nature of copyright, computer programmes, know-how and trade secrets and all other industrial and intangible property or rights and all licences, agreements, applications and ancillary and connected rights relating to, intellectual and intangible property including, without limitation, those listed in part 3 of Schedule 2 of the debenture and each of the relevant agreement as defined in the debenture, any beneficial interest, claim or entitlement in any pension fund and all present and future licences, consents

and authorisations in connection with its business or the use of any of the charged assets and the right to recover and receive all compensation which may at any time become payable to it in respect thereof;

- 2 By way of first floating charge the Company's 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 clause 1, 3, or 4 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 By way of assignment of all its right, title and interest (if any) in and to the relevant agreements as defined in the debenture.
- 4
 - (a) By way of assignment of all of the Company's right, title and interest in and to its intellectual property rights throughout the world;
 - (i) all the Company's right, title and interest throughout the world in and to any intellectual property rights which are licensed to it now or at any time during the subsistence of the security.
 - (b)
 - (i) by way of first fixed charge over such part of the physical materials as described in the debenture as is now in existence and owned by the Company;
 - (ii) by way of first equitable charge over such part of the physical materials as described in the debenture as is not yet in existence but is subsequently owned by the Company after the date of the debenture;
 - (iii) by way of charge over all the Company's right, title and interest in trade marks and any applications therefore whether now in existence or created in the future

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03966333

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED TO THE COMPOSITE GUARANTEE AND DEBENTURE DATED 22 DECEMBER 2000 DATED THE 30th MARCH 2004 AND CREATED BY DARCHEM HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND 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 6th APRIL 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th APRIL 2004.

P. Par



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES