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in black type, or
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*insert full name
of Company

COMPANIES FORM No. 395

BofS/ £10/024866

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

[1 1 3]

04313573

Name of company

* Regal Nominees II Limited (the "Company")

Date of creation of the charge

27 March 2002

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

Debenture (the "Debenture")

Amount secured by the mortgage or charge

All monies, costs, charges, expenses, liabilities and obligations
whether certain or contingent which now or hereafter may be or become
due and owing by the Company to any Finance Party under the Finance
Documents whether solely or jointly with one or more persons and whether
as principal debtor or grantor or surety but excluding any obligation in
respect of which the grant of security under the Debenture would
contravene Section 151 of the Companies Act 1985 (the "Secured
Obligations").

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

The Governor and Company of the Bank of Scotland, The Mound, Edinburgh
(the "Security Trustee", the "Arranger", the "Agent")

Postcode EH1 1YZ

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

Maclay Murray & Spens
3 Glenfinlas Street
Edinburgh
EH3 6AQ

BAN.13.471 axh6.1fd

Time critical reference

For official Use
Mortgage Section

Post room



A11
COMPANIES HOUSE

AMW199NF

0705
03/04/02

See Continuation Sheet 1

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in black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Maclay M TS

Date

2/4/02

On behalf of ~~[company]~~ ~~[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

Continuation sheet 1

To the Registrar of Companies

Name of company

Company number

Regal Nominees II Limited

04313573

Regal Nominees II Limited ("the Company")

The Company, in security for the payment or discharge of the Secured Obligations, with full title guarantee charges in favour of the Security Trustee for itself and on behalf of each of the Lenders:-

- (a) by way of a first legal mortgage:-
 - (i) the property specified in the Schedule to the Debenture; and
 - (ii) all estates or interests in any freehold or leasehold property (except any property specified in sub-paragraph (i) above) now or hereafter belonging to it; and
- (b) by way of a first fixed charge:-
 - (i) (to the extent that they are not the subject of an effective mortgage under paragraph (a) above) all estates or interests in any freehold or leasehold property now or hereafter belonging to it;
 - (ii) all plant and machinery owned by the Company and its interests in any plant or machinery in its possession;
 - (iii) all monies standing to the credit of any account with any person and the debts represented by them;
 - (iv) all benefits in respect of all contracts and policies of insurances taken out by or on behalf of the Company or (to the extent of the Company's interest) in which the company has an interest and all claims and returns of premiums in respect of any such policies;
 - (v) all of its book debts and other debts, the proceeds of the same and all other moneys due and owing to the Company and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing;
 - (vi) all its rights under any interest rate hedging arrangements;

- (vii) any beneficial interest, claim or entitlement of the Company in any pension fund;
 - (viii) its goodwill;
 - (ix) its uncalled capital;
 - (x) all stocks, shares and other securities held now or in the future by it and/or any nominee on its behalf and all dividends and other distributions paid or payable on any such stocks, shares or other securities (and interest thereon) or other rights accruing or offered at any time by way of redemption, bonus, pre-emption or otherwise or in respect of any such stocks, shares or other securities or in substitution or exchange thereof;
 - (xi) all its present and future Intellectual Property Rights owned by it;
 - (xii) the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any Asset specified in any other sub-paragraph in this Clause and the right to recover and receive all compensation which may be payable to it in respect of them;
 - (xiii) its rights under the agreement or agreements relating to the purchase of any freehold or leasehold property; and
 - (xiv) all its rights under any occupational lease, licence or other right of occupation;
- (c) by way of floating charge the whole of its undertaking and all other property, assets and rights of whatever nature and wherever situated both present and future (including, but not limited to any situated in Scotland) which are not otherwise effectively charged pursuant to paragraphs (a) and (b) above.

For the purposes of this Form 395:-

“Accession Letter” means a document substantially in the form set out in Schedule 6 to the Facility Agreement (*Form of Accession Letter*);

“Assets” means the whole of the property, assets and undertaking of the Company subject to the charges contained in Clause 3 of the Debenture;

“Borrower” means D & T Shelf Limited, a company incorporated in Jersey (Company number 82558) having its registered office at Whitley Chambers, Don Street, St Helier, Jersey, JE4 9NG (the “Borrower”);

“Facility Agreement” means the facility agreement dated on or around the date of the Debenture between the Borrower, the Company, the Original Guarantors (as defined therein), The Governor and Company of the Bank of Scotland as Arranger and Agent and the Lenders relating to term loan facilities of £84,150,000;

“Fee Letter” means any letter or letters dated on or about the date of the Facility Agreement between the Arranger and the Borrower (or the Agent and the Borrower) setting out any of the fees referred to in Clause 12 (*Fees*) of the Facility Agreement;

“Finance Document” means the Facility Agreement, any Security Document, any Fee Letter, any Accession Letter, any Hedging Arrangement and any other document designated as such by the Agent and the Borrower;

“Finance Party” means the Agent, the Arranger, the Security Trustee or a Lender;

"Hedging Arrangement" means any currency swap or interest rate swap, cap and/or collar, forward rate agreement, fixed deposit and any other similar financial hedging arrangement;

"Intellectual Property Rights" means all know-how, patents, trademarks, service marks, designs, business names, topographical or similar rights, copyrights and other intellectual property rights and any interests including by way of licence in any of the foregoing in each case whether registered or not and including all applications for the same of the Company;

"Lender" means:

- (a) any Original Lender; and
- (b) any bank or financial institution, trust, fund or other entity which has become a Party in accordance with Clause 24 to the Facility Letter (*Changes to the Lenders*),

which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement.

"Original Guarantors" means the subsidiaries of the Borrower listed in Part 1 of Schedule 1 to the Facility Agreement as original guarantors;

"Original Lenders" means the financial institutions listed in Part II of Schedule 1 to the Facility Agreement as lenders (the "Original Lenders");

"Party" means a party to the Facility Agreement;

"Security Documents" means the documents listed under the heading of "Security" in Schedule 2 to the Facility Agreement and any other security granted to the Security Trustee for the benefit of the Finance Parties;

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04313573

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 27th MARCH 2002 AND CREATED BY REGAL NOMINEES II LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANY FINANCE PARTY 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 3rd APRIL 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th APRIL 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

Post
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