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COMPANIES FORM NO. 395

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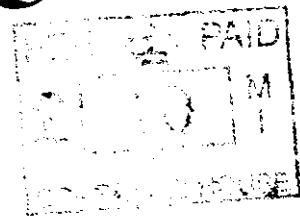
060655/10

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

Please do not
write in this
margin

Please complete
legibly,
preferably in
black type or
bold block
lettering



To the Registrar of Companies

For Official Use

Company Number

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✓ 05113820

Name of company

*Insert full name
of company

FONEBAK GROUP LIMITED ("the Company")

Date of creation of the charge

✓ 15 SEPTEMBER 2004

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

05 Debenture containing fixed and floating charges

Amount secured by the mortgage or charge

04 All moneys and liabilities (actual or contingent) for the time being due owing or incurred by the Company to BoS on any account and in any manner whatsoever

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

The Governor and Company of the Bank of Scotland in its capacity as Security Trustee ("BoS")

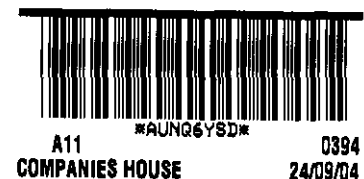
Presenter's name, address and reference
(if any):

Burges Salmon LLP
Narrow Quay House
Narrow Quay
Bristol
BS1 4AH

Time critical reference

For Official Use
Mortgage section

Post Room



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Short particulars of all the property charged

All the undertaking, property and assets of the Company whatsoever and wheresoever, present and future, as specified in the attached Schedule, which also contains covenants by and restrictions on the Company which protect and further define the charges and must be read as one with the charges.

Please do not write in this margin

Please complete legibly, preferably in black bold type or bold block lettering

01.

Particulars as to commission allowance or discount (note 3)

N/A

For BoS

Signed

Roger Salmon LLP

Date 23 September 2004

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, e.g. "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

Particulars of a mortgage or charge

Name of Company FONEBAK GROUP LIMITED

Number of Company 05113820

SCHEDULE OF CHARGES, COVENANTS AND RESTRICTIONS

contained in a Debenture in favour of BoS dated 15 September 2004

Charges

- 1 by way of legal mortgage all estates or interests in the freehold and leasehold property described in the Schedule to the Debenture 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;
- 2 by way of fixed charge all estates or interests in any freehold and leasehold property belonging to the Company now or at any time after the date of the Debenture (other than any property charged in terms of paragraph 1 above) together with all present and future buildings and fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
- 3 by way of fixed charge all present and future interests of the Company in or over land or the proceed of sale of land 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 the Company is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures), which are at any time on the property charged under the Debenture;
- 4 by way of fixed charge all present and future plant and machinery not otherwise charged under any of paragraphs 1 to 11 inclusive and all other present and future chattels of the Company (but excluding any chattels for the time being forming part of the Company's stock in trade or work in progress);
- 5 by way of fixed charge all present and future stocks shares and other securities owned (at law or in equity) by the Company and all rights and interests of the Company accruing or offered at any time in relation to them;
- 6 by way of fixed charge 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 now or may be entitled under any contracts;
- 7 by way of fixed charge 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;
- 8 by way of fixed charge all the goodwill and uncalled capital for the time being of the Company;
- 9 by way of fixed charge all present and future book and other debts and monetary claims of the Company whether payable now 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 described in paragraph 6 above);
- 10 by way of fixed charge 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).
- 11 by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned in any of paragraphs 1 to 11 inclusive including (without limitation) any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in paragraphs 2 to 10 above inclusive but so that the Company is prohibited from creating any fixed security or mortgage or any floating charge created by this paragraph (otherwise than in favour of BoS) and the Company will have no power, except with the prior written 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 or as permitted under the Finance Documents.

Assignment

- 1 By way of assignment in favour of BoS, the Company with full title guarantee assigns (subject to the right of the Company to redeem such assignment upon payment or discharge in full of the Secured Liabilities all the right, title and interest of the Company

in and to any interest rate hedging agreements entered into by any person and (insofar as they are capable of being assigned by way of security), all the right, title and interest of the Company in and to any agreement to which the Company is a party except to the extent that it is subject to any fixed charge created under any other provision of the Debenture.

- 2 To the extent that any such right, title and interest as is referred to in paragraph 1 is not assignable or capable of assignment, the assignment thereof purported to be effected by such paragraph shall operate as an assignment of any and all compensation, damages, income, profit or rent which the company may derive therefrom or be awarded or entitled to in respect thereof, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities.

Priority of Mortgage, Fixed Charge or other Fixed Security

- 1 Any mortgage, fixed charge or other fixed security created by the Company in favour of **BoS** shall have priority over the floating charge created by the Debenture, except insofar as the Security Trustee shall declare otherwise whether at or after the time of creation of such fixed security.

Conversion into fixed charge

The floating charge will, without notice from **BoS** automatically be converted with immediate effect into a fixed charge:-

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 as the case may be disposition taking effect; and
2. in respect of any Assets charged under the floating charge contained in sub-clause 2.1(c) of the Debenture if and when the Company shall cease to carry on business or to be a going concern;
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 the taking of any steps (including without limitation, the making of an application or giving of a notice) by the Company or another person for the appointment of an administrator in respect of the Company or on the presentation of an application for a warrant of execution, writ of fieri facias, garnishee order or charging order (but excluding any event which **BoS**, acting reasonably, considers to be defensible or vexatious).

but so that this provision shall not apply to any Assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such automatic conversion.

Restriction on charges and disposals

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

1. create or attempt to create or permit to subsist any mortgage, charge, lien (other than a lien arising in the ordinary cause of business by operation of law) or encumbrance on any Assets charged under the Debenture; or
2. sell, transfer, assign, factor, lease or otherwise dispose or part with possession in any way all or any of its Assets (other than any Assets the subject of a floating charge (but not any fixed charge or mortgage) on arms length terms on the ordinary course of business); or
3. in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset.

other than as permitted under the Finance Documents.

Control of moneys received

The Company will pay into the Company's account with **BoS** (or as **BoS** may direct) all moneys which it receives in respect of any policies of insurance or assurance, royalties, income or book or other debts or any other of the rights and claims charged to **BoS** under paragraphs 2 to 9 above inclusive 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 the those policies, fees, royalties, income, debts, rights or claims in favour of any other person or purport to do so.

Redemption or purchase of own shares and creation and issue of loan stock

The Company will not without the previous written consent of **BoS** redeem or purchase any of its own shares or issue any redeemable shares or create and issue any loan stock.

Definitions:

Terms defined in the Debenture shall have the same meaning in this Schedule unless otherwise defined.

"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.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05113820

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 15th SEPTEMBER 2004 AND CREATED BY FONEBAK GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND SECURITY TRUSTEE ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 24th SEPTEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th SEPTEMBER 2004 .

GRH
P



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —