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COMPANIES FORM No. 395

Particulars of a mortgage or charge

COMPANIES HOUSE
FEE PAID
EDINBURGH

395

Please do not write in
this margin

Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf - Note 5)

Company Number
05404942

For official use



* insert full name of
company

Name of company

* **INHOCO 3196 LIMITED**

Date of creation of the charge

20 May 2005

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

DEBENTURE

Amount secured by the mortgage or charge

All or any monies and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not BoS shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual BoS rates and practice as well after as before any demand made or judgment obtained under or in relation to the Debenture.

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

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ("BoS")
THE MOUND
EDINBURGH

Postcode **EH1 1YZ**

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

BURNES LLP
50 LOTHIAN ROAD
FESTIVAL SQUARE
EDINBURGH EH3 9WJ
REF: BAN/5/1407/KZM

Time Critical Reference

For official use:
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged.

Please do not write in this margin

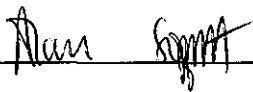
SEE PAPER APART

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

Particulars as to commission, allowance or discount (note 3)

N/A

Signed



Date: 2 June 2005

On behalf of ~~company~~ [mortgagee/chargee] *

** 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, 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.
5. The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF4 3UZ

PAPER APART TO FORM 395

INHOCO 3196 LIMITED

COMPANY NUMBER 05404942

Short particulars of all the property mortgaged or charged:-

1. (a) By way of legal mortgage all estates or interests in the freehold and leasehold property described in the Schedule together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on any such property;
- (b) by way of fixed charge:-
 - (i) all estates or interests in any freehold and leasehold property belonging to the Company as at the date of the Debenture or at any time after the date of the Debenture (other than any property charged under the provisions referred to in paragraph 1(a)) together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
 - (ii) all present and future interests of the Company in or over land or the proceeds of sale of it 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 it 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;
 - (iii) all present and future plant, machinery, vehicles, computers and office and other equipment owned by the Company;
 - (iv) all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them;
 - (v) 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 at the date of the Debenture or may be entitled under any contracts;
 - (vi) 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;

- (vii) all the Company's goodwill and uncalled capital for the time being;
 - (viii) all present and future book and other debts and monetary claims of the Company whether payable at the date of the Debenture 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 charged under the provisions referred to in paragraph 1 (b)(v));
 - (ix) 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);
- (c) by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by the charges referred to above, (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in paragraph 1 (b)).

2. By way of assignment:-

- (a) all the right, title and interest of the Company in and to the Acquisition Agreement; and
- (b) all the right, title and interest of the Company in and to any interest rate hedging agreements entered into by any person.

3. To the extent that any such right, title and interest as is referred to in paragraph 2 is not assignable or capable of assignment, the assignment thereof purported to be effected by the provisions referred to in paragraph 2 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.
4. 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 BoS shall declare otherwise whether at or after the time of creation of such fixed security.
5. BoS may at any time, by notice to the Company, immediately convert the floating charge referred to in paragraph 1 (c) into a fixed charge over any Assets specified in that notice and the floating charge will, without notice from BoS, automatically be converted with immediate effect into a fixed charge:-
- (a) in respect of any Assets which become subject to a fixed charge in favour of any other person;

- (b) in respect of any Assets which are subject to any steps by any third party to levy distress, attachment, execution or other legal process thereon;
- (c) in respect of all the Assets charged under the provisions referred to in paragraph 1 (c) if and when the Company ceases to carry on business or to be a going concern; and
- (d) in respect of all Assets on the making of an order for the compulsory winding-up of the Company, 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 the giving of any notice) by the Company or any other person for the appointment of an administrator in respect of the Company.

6. The provisions referred to in paragraph 5 will not apply:-

- (a) 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; and/or
- (b) solely by reason of the Company obtaining a moratorium or anything done with a view to obtaining a moratorium under the *Insolvency Act 2000*.

7. The Company will not without the prior written consent of BoS:-

- (a) create or attempt to create or permit to subsist any right in security, mortgage, charge, lien or encumbrance on all or any of its Assets (other than a lien arising in the ordinary course of business by operation of law); or
- (b) sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets (other than in terms of a Permitted Disposal; or
- (c) in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset.

“Acquisition Agreement” means the acquisition agreement dated on or around the date of the Charge between the Company and CWV Group Limited in relation to the acquisition of CWV Limited;

“Assets” means the whole of the property (including uncalled capital) which as at the date of the Debenture was or may be from time to time comprised in the property and undertaking of the Company.

“Permitted Disposal” means

- (a) the disposal of stock on an arm’s length basis in the ordinary course of trading;
- (b) disposals of obsolete or redundant assets which are no longer required for the business of any Group Company;

- (c) disposals of assets (other than shares, freehold or leasehold properties, heritable or leased property in Scotland, intellectual property rights, debtors or any trade or business) in exchange for replacement assets comparable or superior as to type, value and quality;
- (d) disposals of assets if the higher of the sale price or Markey value of the assets disposed of (whether by a single transaction or a series of transactions) when taken together with all other disposals made by the Group in any financial year (other than those under paragraphs (a), (b) or (c) above) is not in total more than £50,000.

“Receiver” means an administrative receiver, receiver and manager or other receiver appointed pursuant to the Debenture in respect of the Company or over all or any of the Assets charged by the Debenture.

“the Schedule” means: -

The Schedule

Freehold and leasehold property

Address or Description	Title No.(s) (if registered land)	Freehold/ leasehold
None		

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05404942

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 20th MAY 2005 AND CREATED BY INHOCO 3196 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 3rd JUNE 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th JUNE 2005.

P.O.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES