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COMPANIES FORM No. 410(Scot)

Particulars of a charge created by a company registered in Scotland

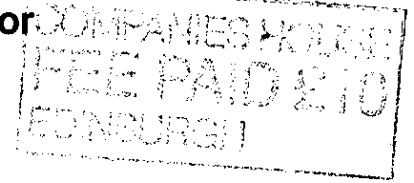
410

CHFP001

**A fee of £10 is payable to Companies House in
respect of each register entry for a mortgage or
charge**

Please do not
write in
this margin

Pursuant to section 410 of the Companies Act 1985



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

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

		4
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Company number

64218

Name of company

*UB Group Limited ("the Charging Company")

* insert full name
of company

Date of creation of the charge (note 1)

9 June 2000 (the "Charge Date")

Description of the instrument (if any) creating or evidencing the charge (note 1)

Debenture dated 9 June 2000 (the "Debenture") between the Charging Company and Deutsche Bank AG London in its capacity as Security Agent (as defined below)

Amount secured by the charge

See Part 2 of the attached Schedule.

NB. Please refer to Part 1 of the attached Schedule for definitions.

Names and addresses of the persons entitled to the charge

Deutsche Bank AG London

Winchester House, 1 Great Winchester Street, London ("the Security Agent")

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

Stuart Russell
Semple Fraser WS
DX GW 337
Glasgow

For official Use
Charges Section

Post room



Short particulars of all the property charged.

See Part 3 of the attached Schedule.

Part 4 of the attached Schedule includes covenants by and restrictions on the Charging Company which protect and further define the charges and which must be read as part of the charges created.

NB. Please refer to Part 1 of the attached Schedule for definitions.

Please do not write in this margin

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

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities & any ranking provision (note 2)

See Part 4 of the attached Schedule.

NB. Please refer to Part 1 of the attached Schedule for definitions.

Particulars as to commission, allowance or discount paid (see section 413(3))

N/A

Signed

Date

28/6/2000

On behalf of [company][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. A description of the instrument e.g. "Standard Security" "Floating Charge" etc, should be given. For the date of creation of a charge see section 410(5) of the Act. (Examples - date of signing of an Instrument of Charge; date of recording/registration of a Standard Security; date of intimation of an Assignment.)

2. In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

3. A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered.

4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.

5. Cheques and postal orders are to be made payable to **Companies House**

6. The address of the Registrar of Companies is:-
Companies House, 37 Castle Terrace, Edinburgh EH1 2EB.

Part 1

Definitions

In this form 395:

"Bank Balances" means the balances at the Charge Date or thereafter standing to the credit of the Charged Accounts and any other current, deposit or other account at the Charge Date or thereafter held by any Charging Company or in which it has an interest with any person and the debts represented by such balances (whether in any such case the relevant account is in the name of the Charging Companies solely or jointly with other persons or in the name of a nominee or any other person whatsoever);

"Book Debts" means all book and other debts of any nature whatsoever at the Charge Date or thereafter due or owing to the Charging Company, the proceeds of any of the same and the benefit of all Investments, rights, Security Interests and guarantees of any nature whatsoever now or at any time hereafter enjoyed or held by it in relation thereto (other than Bank Balances);

"Burlington Cayman" means Burlington Biscuits (Cayman) Limited, a company registered in the Cayman Islands with registered company number 94591 and having its registered office at c/o Walkers, Walker House, May Street, PO Box 265 GT, George Town, Grand Cayman, Cayman Islands;

"Cash Collateral Accounts" means any Cash Collateral Account (as defined in the Senior Facilities Agreement);

"Charged Accounts" means the Collection Account, any Cash Collateral Accounts and any other account described in Clause 4.3 (*Book Debts*);

"Charged Assets" means, subject to Clause 6.2 (*Scope of Appointment*), assets from time to time subject to the Charges or which the Debenture from time to time purports to charge or any part of those assets;

"Charges" means Security Interests created or which may at any time be created by or pursuant to the Debenture or any of such Security Interests and **"Fixed Charge"** shall be construed accordingly;

"China Share Sale Agreement" means the agreement, in the agreed terms, between, inter alios, United Biscuits (Holdings) Plc and/or its subsidiaries and Nabisco International Inc.

"Collection Account" means any account maintained by the Charging Company with the Security Agent or any other bank specified by the Security Agent which the Security Agent shall specify as an account into which the proceeds of the getting in or realisation of Book Debts are to be paid;

"the Debenture" means the Debenture as amended or supplemented from time to time and includes a reference to any document which amends, waives, is supplemental to, novates or is entered into, made or given pursuant to or in accordance with any of the terms of the Debenture;

"Default" means an Event of Default as such term is defined in the Senior Facilities Agreement;

"Delegate" means a delegate or sub-delegate appointed, directly or indirectly, pursuant to Clause 8.4 (*Delegation*) of the Debenture;

"Excluded Properties" means any leasehold properties from time to time held by the Charging Company on rack rent terms only, which are not shown on the balance sheet of the Charging Company as having a positive value and which are not material to the Charging Company's business;

"Finance Documents" means the Senior Facilities Agreement, the Ancillary Documents, the Senior Security Documents, the Hedging Documents, the Intercreditor Deed, each Accession Document, each Transfer Certificate, each Letter of Credit and/or Lender Guarantee, the Fees Letter, the Agency Fees Letter (each as defined in the Senior Facilities Agreement), all supplemental and amendment agreements to any of the foregoing and any other document designated as such by the Agent and the Parent;

"Fixtures" means fixtures, fittings (including trade fixtures and fittings), fixed plant, machinery and apparatus;

"Hedging Documents" means agreements entered into with hedging lenders for the purpose of managing or hedging currency or interest rate risk (other than under an ancillary facility);

"Intellectual Property" means all patents and patent applications, trade and/or service marks and trade and/or service mark applications (and all goodwill associated with such applications), all brand and/or trade names, all copyrights and rights in the nature of copyright, all topographical or similar rights, all design rights, all registered designs and applications for registered designs, all trade secrets, know-how and all other intellectual property of any description whatsoever throughout the world owned by the Charging Company or in which the Charging Company has any interest and all rights under any licences or agreements entered into by the Charging Company, relating to the use or exploitation of any intellectual property;

"Intra-Group Loan Agreements" has the meaning given to it in the Senior Facilities Agreement;

"Investment" means any bill of exchange or other negotiable instrument, certificate of deposit, debenture, bond, share, stock or other security or investment;

"Liabilities" means all indebtedness and other liabilities of any nature of the Charging Company due, owing or incurred to the Security Agent and/or any of the other Finance Parties and/or any Receiver under or in connection with the Senior Finance Documents or any of them (including, without limitation, under any amendments, supplements or restatements of any of the Senior Finance Documents including any relating to any provision of new or further advances) (whether now existing or arising hereafter and whether originally indebtedness or liabilities to all or any of the Finance Parties and/or any Receiver or any other person or persons) including joint and several indebtedness and liabilities of the Charging Company and any other person, indebtedness and liabilities as guarantor, indemnifier or surety (whether before or after any default by the primary obligor) and contingent indebtedness and liabilities in any currency or currencies, whether present or future, together with all interest accruing thereon (calculated in accordance with Clause 9.4 (*Default Interest*) of the Senior Facilities Agreement) and all costs, charges and expenses incurred in connection therewith to the extent, in each case, that the payment or discharge of any moneys, obligations or liabilities by the Charging Company, if they did constitute part of the liabilities would not constitute financial assistance as defined in and prohibited by the provisions of Sections 151-158 of the Companies Act 1985 "Liability" shall be construed accordingly;

"Notice of Assignment" means a notice of assignment in the form set out in Part 1 of Schedule 7 of the Debenture (except in the case of a notice relating to (i) an insurance policy where the notice of assignment is in the form set out in Part 2 of Schedule 7 of the Debenture;

"Obligor" means each Obligor under, and as defined in, the Senior Facilities Agreement;

"personal chattels" means plant, machinery, vehicles, computers and other equipment, goods, effects and personal chattels (including all spare parts, replacements, modifications and additions) but not Fixtures or stock in trade;

"Principal Property" means all property of the Charging Company other than the Excluded Properties;

"Property" means freehold and leasehold property in England or Wales and other real estate anywhere in the world and any reference to any Property or any estate or interest therein includes a reference to

all rights, easements and liberties from time to time attached or appurtenant thereto, all buildings and Fixtures from time to time therein or thereon and the proceeds of sale of all or any part thereof;

"Refinancing Loan Agreements" means the intra-group loan agreements, in the agreed terms, to be entered into by (i) Finalrealm (as lender) and the Target (as borrower), (ii) the Target (as lender) and members of the Target Group (as borrowers), (iii) by any Subsidiary of Target as lender and any other Subsidiary of Target as borrower which has existing Financial Indebtedness as at the Unconditional Date in each case for the purposes of, or in connection with, refinancing of Financial Indebtedness of the Target Group (existing as at the Unconditional Date or increased by Interest accruing from such date) but excluding (a) any debt incurred by Danone Companies or Chinese Companies (as defined in the Senior Facilities Agreement) subsisting as at the date hereof or incurred thereafter or (b) any debt secured upon assets being subject to the Danone Commitment Letter or upon the Chinese Assets (save to the extent that, in the case of debt secured upon the Chinese Assets, such debt remains the responsibility of the Group in accordance with the China Share Sale Agreement) or (c) the provision of working capital to such borrowers;

"Receiver" means an administrative receiver, receiver and manager or other receiver appointed in respect of the Charged Assets by the Security Agent (whether appointed pursuant to the Debenture, pursuant to any Statute, by a court or otherwise);

"Release Date" has the meaning ascribed thereto in Clause 16.4 (*Redemption*) of the Debenture;

"Relevant Documents" means the Security Insurances, Intra-Group Loan Agreements, the Refinancing Loan Agreements, the China Share Sale Agreement and other material contracts;

references to **"rights"** shall be construed as including rights, authorities, discretions, remedies and powers and **"right"** shall be construed accordingly;

"Scheduled Intellectual Property" means the Intellectual Property described in Schedule 4 of the Debenture;

"Scheduled Investments" means the Investments described in Schedule 2 of the Debenture;

"Scheduled Property" means the Property described in Schedule 1 of the Debenture and the proceeds of sale thereof and all rights, easements and liberties from time to time attached or appurtenant thereto and all buildings and Fixtures from time to time therein or thereon;

"Secured Parties" means the Senior Finance Parties;

"Security Agent" means Deutsche Bank AG London as security agent and trustee for the Finance Parties under the Security Documents or such other person as may from time to time be appointed as successor Security Agent under the Intercreditor Deed to hold the whole of any part of the security created thereby;

"Security Insurances" shall have the meaning ascribed thereto in Clause 2.1(c)(vi) (*Fixed Charges*) of the Debenture;

"Senior Discharge Date" means the date on which the Agent notifies in writing the Security Agent that all liabilities arising pursuant to or in respect of any Senior Finance Documents and owed to the Senior Finance Parties have been unconditionally and irrevocably paid and discharged in full and all commitments cancelled and that it is satisfied that no further liabilities in respect of the Senior Finance Documents and owed to the Senior Finance Parties are likely to arise in respect thereof.

"Senior Facilities Agreement" means the facilities agreement dated 14th December 1999 between inter alios, the Charging Companies, Chase Manhattan plc, DLJ Capital Funding, Inc. and Deutsche Bank AG London as Joint Lead Arrangers, Deutsche Bank London AG, The Chase Manhattan Bank and DLJ Capital Funding, Inc. as Original Lenders, Deutsche Bank AG London as Sole Book Runner, Security Agent and Agent and Chase Manhattan plc and DLJ Capital Funding, Inc. as Documentation Agents as amended, supplemented and/or restated on 14th and 16th January 2000 and on the Charge Date and as further amended, supplemented and/or restated from time to time;

"**Senior Finance Parties**" shall have the meaning ascribed to "**Finance Parties**" in the Senior Facilities Agreement;

"**Senior Liabilities**" means all indebtedness and other liabilities of any nature of the Charging Company due, owing or incurred to the Security Agent and/or any of the other Senior Finance Parties and/or any Receiver under or in connection with the Senior Finance Documents or any of them (including, without limitation, under any amendments, supplements or restatements of any of the Senior Finance Documents including any relating to any provision of new or further advances) (whether now existing or arising hereafter and whether originally indebtedness or liabilities to all or any of the Senior Finance Parties and/or any Receiver or any other person or persons) including joint and several indebtedness and liabilities of the Charging Companies and any other person, indebtedness and liabilities as guarantor, indemnifier or surety (whether before or after any default by the primary obligor) and contingent indebtedness and liabilities in any currency or currencies, whether present or future, together with all interest accruing thereon (calculated in accordance with Clause 9.4 (*Default Interest*) of the Senior Facilities Agreement and all costs, charges and expenses incurred in connection therewith; and "**Senior Liability**" shall be construed accordingly;

"**Statutes**" means the Companies Act 1985, the Insolvency Act 1986, the Law of Property Act 1925 and any other Acts of Parliament referred to at the Charge Date or thereafter relevant in the context of the Debenture;

"**Target**" means United Biscuits (Holdings) PLC;

Part 2

Amount secured by the mortgage or charge

The Liabilities in the manner provided for and subject to the provisions of the Finance Documents.

Part 3

Short Particulars of all the property mortgaged or charged

1. Under clause 2 of the Debenture, the Charging Company as security for the payment of all Liabilities charged with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Finance Parties):
 - (a) by way of first legal mortgage, the Scheduled Property and all other Property in England or Wales at the Charge Date belonging to it and (to the extent capable of being charged) all rights in relation to or under and all benefits of any covenants for title given or entered into by any predecessor in title of the Charging Companies and moneys paid or payable in respect of such covenants;
 - (b) by way of first fixed charge, all estates, interests, rights, easements and liberties at the Charge Date or at any time thereafter belonging to it in or in relation to any Property (except that charged by Clause 2.1(a) of the Debenture) including Property acquired by it after 9 June 2000;
 - (c) by way of first fixed charge, except to the extent specifically assigned pursuant to Clause 2.2 (*Assignment*) of the Debenture:
 - (i) all of its Book Debts and all its benefits, rights and interests in any other Book Debts;
 - (ii) all of its Scheduled Investments and all other Investments at the Charge Date or thereafter belonging to it (whether at law or in equity) together with all dividends, interest and other distributions paid or payable in respect thereof and all accretions, options, benefits, rights, moneys, assets or other advantages accruing or offered at any time by way of bonus or otherwise to the holder thereof or in respect thereof;
 - (iii) all of its capital which is at the Charge Date or thereafter uncalled ;
 - (iv) all of the Scheduled Intellectual Property and all other Intellectual Property at the Charge Date or thereafter belonging to it;
 - (v) the benefit of all licences of, and all agreements entered into or the benefits of which are enjoyed by such Charging Company relating to the use or exploitation of, Intellectual Property which have been or are hereafter granted either by or to it;
 - (vi) all benefits, rights, title and interest at the Charge Date or thereafter of such Charging Company under or in respect of any present or future contracts and/or policies of insurance ("**Security Insurances**") or any claim or the proceeds of any claim thereunder (to the extent that the same are not otherwise subject to an effective Fixed Charge pursuant to Clause 2.1(c) of the Debenture) including, without limitation, all monies received by it as described in Clause 4.8 (*Insurance Proceeds*) of the Debenture;
 - (vii) all personal chattels at the Charge Date or thereafter belonging to such Charging Company and their interest in any personal chattels in their possession;
 - (viii) all goodwill of such Charging Company;
 - (ix) all of its Bank Balances and all its rights, benefits and interests in any other Bank Balances;
 - (x) all benefits, rights, title and interest (including, without limitation, the right to receive any compensation) at the Charge Date or thereafter of such Charging Company under

or in respect of any present or future licence, consent, authorisation, concession, agreement (including, without limitation, the Relevant Documents), warranty, bond, guarantee or letter of credit (to the extent that the same are not otherwise subject to an effective Fixed Charge pursuant to Clause 2.1(c) of the Debenture or to an effective security assignment under Clause 2.2 of the Debenture); and

- (xi) all benefits, rights, title and interests of such Charging Company at the Charge Date or thereafter in, under or in respect of any pension fund or plan.
2. Under clause 2.2(a) of the Debenture, each Charging Company as security for the payment of all Liabilities, with full title guarantee assigned absolutely (subject to the proviso for redemption thereafter contained) to the Security Agent (for the benefit of itself and the other Secured Parties) all rights, title, interest and benefits present or future of the relevant Charging Company in, under or in respect of, and the right to enforce, each of the Relevant Documents.
 3. Under clause 2.3(a) of the Debenture, each Charging Company as security for the payment of all Liabilities charged with full title guarantee by way of first floating charge in favour of the Security Agent (for the benefit of itself and the other Finance Parties), its undertaking and all its assets both present and future not otherwise effectively mortgaged, charged or assigned by the Debenture. The floating charges created by the Charging Companies under Clause 2.3 of the Debenture shall, except as otherwise agreed in writing by the Security Agent, rank in priority to any other Security Interest which shall hereafter be created or permitted to arise by the Charging Companies.
 4. Under clause 2.3(b) of the Debenture, it was agreed that the Security Agent may by written notice to any of the Charging Companies convert with immediate effect the floating charges created by such Charging Companies pursuant to Clause 2.3 of the Debenture into fixed charges as regards such assets as may be specified (whether generally or specifically) in such notice if a Default occurs or the Security Agent reasonably considers those assets to be in jeopardy (whether due to a risk of being seized or sold pursuant to any distress, execution, sequestration or other process or otherwise). Notwithstanding any other provision of the Debenture (and without prejudice to the circumstances in which the floating charges hereby created will crystallise under general law) if the Charging Company creates or attempts to create any Security Interest (other than a Permitted Security Interest) over all or any of the Charged Assets without the prior written consent of the Security Agent or if any person levies or attempts to levy any distress, execution, sequestration or other process against any of the assets which are charged by way of the first floating charge, then with immediate effect and without notice the floating charge shall automatically convert into a Fixed Charge as regards such assets.
 5. Under clause 2.4 of the Debenture, it was agreed that the Security Agent may by written notice to the Charging Companies require that they execute and deliver to the Security Agent or procure that there is executed and delivered to the Security Agent (in such form as the Security Agent shall reasonably require but in any event, that any provisions in such documents which are similar to those contained in this Deed in such documents shall not be on more onerous terms):
 - (a) a legal mortgage (or equivalent document under the law of any jurisdiction) in favour of the Security Agent of such Property belonging to the relevant Charging Company as is specified (whether generally or specifically) in the relevant notice (or such estate or interest therein as belongs to the Charging Company) to secure the Liabilities;
 - (b) such documents as may be necessary or, in the reasonable opinion of the Security Agent, expedient to transfer to the Security Agent or its nominee or to enable the Security Agent or its nominee to be registered as the holder or proprietor of or otherwise obtain legal title to such of the other Charged Assets (including, without limitation, any Investments eligible to participate in any paper less transfer or settlement system or held in a clearing system) as are subject to a Fixed Charge under the Debenture as are specified (whether generally or specifically) in the relevant notice;
 - (c) if the floating charges created thereby are converted or convert into fixed charges in respect of any Charged Assets, a first fixed charge of all (or such part thereof as Security Agent may require) of such Charged Assets in favour of the Security Agent.

It was further agreed that the relevant Charging Company shall at its cost forthwith comply with any such requirement and shall do such other things as the Security Agent may reasonably require for the purpose of registering or otherwise perfecting the relevant mortgage (or equivalent document) or the legal title of the Security Agent or its nominee to the relevant assets or to grant and to perfect or protect the relevant first fixed charge.

6. Under clause 2.7 of the Debenture it was agreed that, if for any reason any Security Interest in respect of any asset created or purported to be created pursuant to Clause 2 of the Debenture as a Fixed Charge, does not, or ceases to, take effect as a Fixed Charge then it shall take effect as a first floating charge in respect of such asset. However such Security Interest shall, and it is the intent of the parties that such Security Interest shall, remain a Fixed Charge in respect of other Charged Assets.

Part 4

Covenants and restrictions

1. Under clause 4.1(a) of the Debenture, it was agreed that subject to Clause 4.3 (*Book Debts*) of the Debenture, except with the consent of the Security Agent, each Charging Company shall not and shall procure that none of its Subsidiaries shall, until after the Release Date:
 - (i) create or permit to be outstanding any Security Interest over all or any of its assets other than a Security Interest expressly permitted under the terms of the Senior Facilities Agreement; or
 - (ii) unless required to do so by the Statutes, sell, transfer, assign, lease, hire out, lend or otherwise dispose of any of the Charged Assets or permit any person to do any such thing except as expressly provided for or permitted under the Senior Facilities Agreement; or
 - (iii) dispose of the equity of redemption in respect of all or any part of the Charged Assets.
2. Under clause 4.2(b)(i) it was agreed that until the Charges become enforceable, the relevant Charging Company shall be entitled to exercise or direct the exercise of the voting rights attached to any Investment which comprises part of its Charged Assets in such manner as it sees fit provided that the relevant Charging Company shall not exercise or direct the exercise of any such voting rights in a manner which the Security Agent notifies in writing the relevant Charging Company as being, in its opinion (acting reasonably), prejudicial to the Security Interests constituted by the Debenture or as causing a Default to occur.
3. Under clause 4.4 of the Debenture it was agreed that:
 - (a) the Charging Companies shall at no time close or give any grounds for the closure of, any of the Charged Accounts;
 - (b) except with the prior written consent of the Security Agent or save to the extent permitted by the Finance Documents, the Charging Companies shall not withdraw any monies standing to the credit of the Charged Accounts; and
 - (c) save as provided in Clause 4.4 of the Debenture and as permitted in the Finance Documents, the Charging Companies shall not release, sell, transfer, assign, factor, discount or otherwise deal in any way with any of the Bank Balances.
4. Under clause 4.5(a)(iii) of the Debenture, the Charging Company undertook that, until the Release Date, it would not do or omit to do anything which could reasonably be expected to result in any Fixture or personal chattel subject to a Fixed Charge under the Debenture and which is material to the conduct of its business or any part thereof being confiscated, seized, requisitioned, taken in execution, impounded or otherwise taken out of the Charging Companies control.
5. Under clause 4.7(d) of the Debenture, the Charging Company undertook not to amend or vary any Notice of Assignment or give any instructions contrary or inconsistent thereto or to the provisions of the Debenture.
6. Under Clause 8.6 of the Debenture:
 - (a) the Charging Company irrevocably authorised the Security Agent and each of the Finance Parties, at any time and from time to time, without notice to the Charging Companies:

- (i) to combine, consolidate or merge all or any of its accounts with any Liabilities (and for such purpose to debit all or any of the Liabilities to an account of the Charging Company with the Security Agent or such other Secured Party) and to set off or otherwise apply any and all deposits (irrespective of the terms applicable to such deposits) at any time held and other indebtedness at any time owing by the Security Agent or such other Secured Party to or for the account of the Charging Company (in any such case whether or not then matured or due) against satisfaction of any of the Liabilities which are due and unpaid, notwithstanding that such deposits and other indebtedness and the Liabilities may not be expressed in the same currency; and
 - (ii) to exercise its rights pursuant to Clause 8.6 of the Debenture notwithstanding that the amounts concerned may be expressed in different currencies and the Security Agent or such other Secured Party is authorised to effect any necessary conversions at a market rate of exchange selected by it; and
 - (b) it was agreed that the Security Agent or each other Secured Party shall not be obliged to exercise the rights under this sub-clause, which are without prejudice and in addition to any rights of set-off, combination of accounts, liens or other right to which it is at any time and from time to time otherwise entitled.
7. Under Clause 10 of the Debenture the Charging Companies agreed to promptly sign, seal, execute deliver and do all such deeds, instruments, agreements, acts and things as the Security Agent may require (acting reasonably) either:
- (a) for registering, perfecting or protecting the Charged Assets or any of the Charges or
 - (b) for facilitating the realisation of the Charged Assets or the exercise of any rights vested in the Security Agent, any Receiver or any Delegate.
8. Under clause 11 of the Debenture the Charging Companies by way of security irrevocably appointed the Security Agent, every Receiver and every Delegate severally its attorney, on its behalf and in its name or otherwise, at such time and in such manner as the attorney may think fit:
- (a) to execute and do all such assurances, acts and things which each Charging Company is obliged to do under the Debenture including without limitation to make any demand upon or to give any notice or receipt to any person by whom any Book Debt or Bank Balance is for the time being owing;
 - (b) to fill in the name of the transferee and to date any instrument of transfer in respect of any Investments executed in blank by the Charging Companies (whether delivered pursuant to Clause 2.6 of the Debenture or otherwise) and, in the case of registered Investments, to procure the registration of the transferee as the holder of the relevant Investments; and
 - (c) generally in its name and on its behalf to exercise all or any of the rights conferred on the Security Agent, any Receiver or any Delegate in relation to the Charged Assets or under the Debenture.

Provided that such power of attorney and any power exercisable thereunder shall not be exercisable (other than pursuant to Clause 10 (*Further Assurance*) of the Debenture) until after the Charges have become enforceable.



**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

Company number 64218

I hereby certify that a charge created by

UB GROUP LIMITED

on 9 JUNE 2000

for securing ALL SUMS DUE, OR TO BECOME DUE

in favour of DEUTSCHE BANK AG LONDON AS SECURITY AGENT

was delivered pursuant to section 410 of the Companies Act, 1985,
on 28 JUNE 2000

Given at Companies House, Edinburgh
30 JUNE 2000



C O M P A N I E S H O U S E



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

REGISTER of Charges, Alterations to Charges,

COMPANY: SC064218 CHARGE: 3

(1) Date of Registration	(2) Serial Number of Document on File	(3) Date of Creation of each Charge and Description thereof	(4) Date of the acquisition of the Property	(5) Amount secured by the Charge £	(6) Short Particulars of the Property Charged	(7) Names of the Persons entitled to the Charge
28/06/2000		9/ 6/00 FLOATING CHARGE		ALL SUMS DUE, OR TO BECOME DUE	UNDERTAKING AND ALL PROPERTY AND ASSETS PRESENT AND FUTURE OF THE COMPANY INCLUDING UNCALLED CAPITAL	DEUTSCHE BANK AG LONDON AS SECURITY AGENT

Memoranda of Satisfaction and Appointments etc. of Receivers

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

COMPANY: SC064218 CHARGE: 3

(8) In the case of a floating charge, a statement of the provisions, if any, prohibiting or restricting the creation by the company of any fixed security or any other floating charge having priority over, or ranking <i>pari passu</i> with the floating charge.	(9) In the case of a floating charge, a statement of the provisions if any regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property the subject of the floating charge or any part of it.	(10) Amount or rate per cent of the Commission Allowance or discount	(11) Memoranda of Satisfaction	(12) Receiver		
				Name	Date of Appointment	Date of Ceasing to act
COMPANY ARE EXPRESSLY PROHIBITED FROM CREATING SUBSEQUENT FIXED SECURITY HAVING PRIORITY OVER OR RANKING EQUALLY WITH THE FLOATING CHARGE						

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

REGISTER of Charges, Alterations to Charges,

COMPANY: SC064218 CHARGE: 4

(1) Date of Registration	(2) Serial Number of Document on File	(3) Date of Creation of each Charge and Description thereof	(4) Date of the aquisition of the Property	(5) Amount secured by the Charge £	(6) Short Particulars of the Property Charged	(7) Names of the Persons entitled to the Charge
28/06/2000 DEBENTURE CONTAINING		9/ 6/00 FLOATING CHARGE FIXED AND FLOATING CHARGES		ALL SUMS DUE, OR TO BECOME DUE	UNDERTAKING AND ALL PROPERTY AND ASSETS PRESENT AND FUTURE OF THE COMPANY INCLUDING UNCALLED CAPITAL	DEUTSCHE BANK AG LONDON AS SECURITY AGENT

Memoranda of Satisfaction and Appointments etc. of Receivers

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

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(8) In the case of a floating charge, a statement of the provisions, if any, prohibiting or restricting the creation by the company of any fixed security or any other floating charge having priority over, or ranking <i>pari passu</i> with the floating charge.	(9) In the case of a floating charge, a statement of the provisions if any regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property the subject of the floating charge or any part of it.	(10) Amount or rate per cent of the Commission Allowance or discount	(11) Memoranda of Satisfaction	(12) Receiver		
				Name	Date of Appointment	Date of Ceasing to act
COMPANY ARE EXPRESSLY PROHIBITED FROM CREATING SUBSEQUENT FIXED SECURITY HAVING PRIORITY OVER OR RANKING EQUALLY WITH THE FLOATING CHARGE						