

COMPANIES FORM No. 419a(Scot)

Application for registration of a memorandum of satisfaction in full or in part of a registered charge

419a

CHFP025

Please do not
write in
this margin

Pursuant to section 419(1) (a) of the Companies Act 1985

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

* insert full name
of company

To the Registrar of Companies
(Address overleaf)

For official use

Company number

7

91771

Name of company

* MD (1995) GROUP LIMITED

I, _____
of MD (1995) GROUP LIMITED
[a director] ~~the secretary~~ ~~the treasurer~~ ~~the auditor~~ ~~the accountant~~ † of the company,
do solemnly and sincerely declare that the debt for which the charge described overleaf was given has
been paid or satisfied in [full] ~~part~~ †

† delete as appropriate

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at CREWE

Declarant sign below

MD

COMPANY SECRETARY *UW*

Day Month Year

on

2	5	0	7	2	0	0	3
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before me

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths

DAVID LAGO & CO
solicitors & mediators

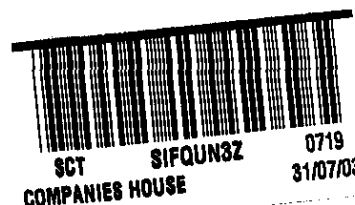
Imperial Chambers
Prince Albert Street
Crewe
Cheshire 01270 504850

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

Dickson Minto W.S.
11 Walker Street
EDINBURGH
EH3 7NE
DX ED 199 MD.LPD
A6/16/DJM/PTA

For official use
Charges Section

Post room



Particulars of the charge to which the application overleaf refers

Please do not
write in
this margin

Date of creation of the charge

29 January 2003

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

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

~~Floating Charge~~ SENIOR SECURITY ACCESSION DEED

insert a description
of the instruments
creating or
evidencing the
charge eg
'Charge',
'Debenture' etc

Date of Registration *

13 February 2003

* the date of
registration may
be confirmed from
the certificate

Short particulars of property charged

Paper Apart 1

Where a FLOATING CHARGE is being satisfied, the following Certificate MUST be completed:

CERTIFICATE

of ING Bank N.V., London Branch as security trustee

being [the creditor] [a person authorised to act on behalf of the creditor]† entitled to the benefits of the floating charge specified above certify that the particulars above relating to the charge and its satisfaction are correct.

X Signature  Date 25/07/2003

† delete as
appropriate

Note

The address of the Registrar of Companies is:-

Companies House
37 Castle Terrace
Edinburgh
EH1 2EB

PAPER APART 1

Fixed Charges

By way of first legal mortgage:-

- (i) all the freehold and leasehold (subject to clause 3.6 (Leases Restricting Charging) of the Subordinated Debenture) property specified in schedule 1 together with all buildings and fixtures (including trade fixtures) at any time thereon; and
- (ii) all other freehold property and those leasehold (subject to clause 3.6 (Leases Restricting Charging) of the Subordinated Debenture) properties held on long leases of a term over 21 years owned by it situated in England and Wales together with all buildings and fixtures (including trade fixtures) at any time thereon;

By way of first fixed charge:-

- (i) all other interest (not being charged by clause 2.3(a)) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;
- (ii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto;
- (iii) all Book Debts and all rights and claims against third parties and against any security in respect of Book Debts;
- (iv) all the Subsidiary Shares and Investments and all corresponding Distribution Rights;
- (v) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of such debts and claims;
- (vi) all monies from time to time standing to the credit of any and all of its accounts (including without limitation the Cash Collateral Accounts, the Nominated Accounts and the Collection Accounts) with any bank, financial institution or other person;
- (vii) all its Intellectual Property Rights;
- (viii) the benefit of all licences, consents agreement and authorisations held or utilised by the Company in connection with its business or the use of any of its assets;
- (ix) its goodwill and uncalled capital;

- (x) if not effectively assigned by clause 2.5 (Security Assignment), all its rights and interests in (and claims under) the Assigned Agreements.

Provided that notwithstanding any other provision of this deed, no freehold, feuhold or leasehold interest or any other such interest in any real property situated in Scotland will be subject to the fixed charge constituted by this deed and the Company will not charge by way of fixed charge (other than by way of standard security) any such interest which it has or may in the future have in any real property situated in Scotland by virtue of the provisions of this deed. But for the avoidance of doubt the provisions of this deed shall apply in relation to the creation of a floating charge over all freehold feuhold or leasehold or any other such interest in any real property situated in Scotland which the Company has or may have in the future.

Floating Charge

Subject to the terms of the Senior Debenture as further continuing security for the payment of the Indebtedness, the Company charges with full title guarantee (but subject to any Permitted Security Interest) in favour of the Security Agent by way of first floating charge all its present and future assets not effectively charged by way of first floating charge all its present and future assets not effectively charged by way of first fixed charge under clause 2.3 (Fixed Charges) or assigned by way of security under clause 2.5 (Security Agreement).

Security Assignments

Subject to the terms of the Senior Debenture as further continuing security for the payment of the Indebtedness, the Company assigns (absolutely with full title guarantee) to the Security Agent all its rights, title and interest in the Assigned Agreements, provided that until the occurrence of a Declared Default, the Company shall be entitled to continue to deal with the counterparties to such Assigned Agreements and provided further that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the Company re-assign the Assigned Agreements to it (or as it shall direct).

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: SC091771 CHARGE: 7

(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
13/02/2003 SENIOR ACCESSION DEED		29/ 1/03 FLOATING CHARGE		ALL SUMS DUE, OR TO BECOME DUE	LEGAL MORTGAGE OVER ALL THE FREEHOLD AND LEASEHOLD PROPERTY; FIXED CHARGES OVER ASSETS; FLOATING CHARGE OVER SAME	ING BANK N.V. AS SECURITY TRUSTEE FOR ITSELF AND THE OTHER SECURED PARTIES

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: SC091771 CHARGE: 7

(8)	(9)	(10)	(11)	(12)		
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.	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.	Amount or rate per cent of the Commission Allowance or discount	Memoranda of Satisfaction	Receiver		
				Name	Date of Appointment	Date of Ceasing to act
<p>COMPANY ARE EXPRESSLY PROHIBITED FROM CREATING SUBSEQUENT FIXED SECURITY HAVING PRIORITY OVER OR RANKING EQUALLY WITH THE FLOATING CHARGE</p>			31/ 7/03 FULLY			

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

COMPANY: SC091771 CHARGE: 7

Instruments of Alteration to a Floating Charge					
(13) Date of Execution	(14) Names of the persons who have executed the instrument	(15) 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.	(16) The provisions, if any, varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges.	(17) Short particulars of any property released from the floating charge	(18) The amount, if any, by which the amount secured by the floating charge has been increased. £
	DE FACTO 1010 LIMITED AND OTHERS DE FACTO 1009 LIMITED DE FACTO 1008 LIMITED DE FACTO 1007 LIMITED				