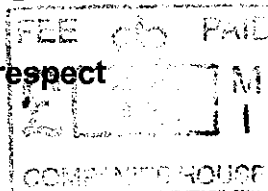


Particulars of a mortgage or charge

395

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

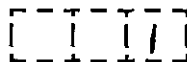


Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



00273919

Name of company

* A.B.F. Limited (the "Company")

Date of creation of the charge

22 October 2003

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

5 Debenture (the "Debenture")

Amount secured by the mortgage or charge

0.4 Please refer to Schedule 1 attached

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

YB Yorkshire Bank PLC
20 Merrion Way
Leeds (the "Bank")

Postcode LS2 8NZ

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

Eversheds LLP
Cloth Hall Court
Infirmary Street
Leeds
LS1 2JB

(C5.MM.625877)

Time critical reference

For official Use
Mortgage Section



A13
COMPANIES HOUSE

0169
28/10/03

Short particulars of all the property mortgaged or charged

Please do not
write in
this margin

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

0,

Please refer to Schedule 2 attached

Particulars as to commission allowance or discount (note 3)

Nil

Signed

EVERSHEDS LLP

Date

27/10/03

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

SCHEDULE 1

1. The Company agrees that it will on the date when payment or discharge becomes due:
 - 1.1 pay to the Bank all sums of money which the Company may now or at any time in the future owe to the Bank; and
 - 1.2 discharge all liabilities which the Company may now or at any time in the future owe to the Bank.
2. The Company's agreement to pay all sums of money and discharge all liabilities contained in paragraph 1.1 above shall include:
 - 2.1 sums and liabilities due or owing by the Company alone and/or jointly with any other person;
 - 2.2 sums and liabilities owed as guarantor, indemnifier or security giver for any other person;
 - 2.3 sums and liabilities which may or may not become payable depending on the outcome of future events including any sums and liabilities which would become payable on demand by the Bank;
 - 2.4 sums and liabilities owed by the Company to another person, the rights to which have been transferred to the Bank;
 - 2.5 sums and liabilities owed on current or any other account.
3. The Company's agreement to pay all sums of money and discharge all liabilities contained in paragraph 1 shall also include:
 - 3.1 Interest; and
 - 3.2 Costs

(the "Secured Obligations")

Definitions

"Costs" banking charges and all costs and expenses (including the Bank's internal management and administrative costs and legal costs on a full indemnity basis) incurred by the Bank or any receiver appointed by the Bank in exercising the rights of the Bank or any receiver under the Debenture, calculated as agreed between the Company and the Bank, or if there is no agreement, in accordance with the Bank's current practice from time to time

"Interest" interest at the applicable rate or rates agreed between the Company and the Bank from time to time in respect of any sum of money or liability, and if no rate has been agreed between the Company and the Bank for any particular sum of money or liability, interest at such rate as the Bank may select from the rates agreed between the Company and the Bank in respect of any other

sum of money or liability, in all circumstances, computed and compounded as agreed between the Company and the Bank, or if there is no agreement, in accordance with the Bank's current practice from time to time, both before and after any judgement is obtained by the Bank

SCHEDULE 2

1. As security for the payment and discharge of the Secured Obligations and all other sums and liabilities owed under the Debenture the Company with full title guarantee charges to the Bank:
 - 1.1 by way of legal mortgage the property (if any), particulars of which are set out in Box B of the Debenture, together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property and all rights in respect of that property;
 - 1.2 by way of fixed charge all other (if any) freehold and leasehold property of the Company whether acquired before or after the date of the Debenture together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property and all rights in respect of that property;
 - 1.3 by way of fixed charge all (if any) plant, machinery, vehicles, computers and office and other equipment of the Company particulars of which are set out in Box C of the Debenture together with the benefit of all relevant contracts, warranties and maintenance arrangements;
 - 1.4 by way of fixed charge all other (if any) plant, machinery, vehicles, computers and office and other goods and equipment of the Company together with the benefit of all relevant contracts, warranties and maintenance arrangements;
 - 1.5 by way of fixed charge the Debts;
 - 1.6 by way of fixed charge the Bank Debts;
 - 1.7 by way of fixed charge the goodwill and any uncalled capital of the Company both now and at any time in the future;
 - 1.8 by way of fixed charge all stocks, shares, bonds and other securities whether marketable or not and all other interests (including but not limited to loan capital) of the Company in any company or other person now and at any time in the future together with all related dividends and other rights;
 - 1.9 by way of fixed charge, all patents, patent applications, trade marks and service marks (whether registered or not), trade mark applications, service mark applications, trade names, registered designs, design rights, copyrights, computer programmes, know-how and trade secrets and all other industrial or intangible property or rights and all licences, agreements and ancillary and connected rights relating to, intellectual and intangible property of the Company now and in the future;
 - 1.10 by way of floating charge the Company's undertaking and all its property, assets and rights whatsoever now and in the future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to paragraphs 1.1 to 1.9 (inclusive) above.
 - 1.11 Each of the charges created under paragraphs 1.1 to 1.10 shall be a first charge and, where appropriate, shall extend to the proceeds of sale of the relevant Charged Assets.

- 1.12 All Costs and Interest on Costs from the date they are incurred until the date they are paid will be secured by the Debenture.

NOTE:

2. The Company hereby agrees that it will not:
- 2.1 without obtaining the Bank's written consent, dispose of or create or permit to subsist or arise any Encumbrance on or over, the Debts or any part of the Debts or release, set off, compound, sell, factor, discount or deal with the Debts other than in accordance with paragraph 5.1.12 of the Debenture;
- 2.2 dispose of or extinguish or reduce any Bank Debt or create or permit to subsist or arise any Encumbrance (including without limitation in this case any right of combination of accounts or set off or any similar right) on or over the Bank Debts; or
- 2.3 create or attempt to create or permit to subsist or arise in favour of any person any Encumbrance (except a lien arising by operation of law in the ordinary course of trading over Charged Assets other than land) on or affecting the Charged Assets or any part of the Charged Assets.

Definitions

- "Bank Debts"** all sums of money standing to the credit of the Company on any account with any bank (other than the Bank) or other financial institution, other than any of those sums which the Bank may have at any time agreed specifically and in writing to exclude or release from the charges contained in the Debenture
- "Charged Assets"** all the property, assets and rights of the Company described or referred to in paragraphs 1.1 to 1.10 in Schedule 2 above and any part or parts of such property, assets and rights
- "Debts"** the book and other debts now and from time to time due or owing to the Company other than:
- (i) any of those debts which the Bank may have at any time agreed specifically and in writing to exclude or release from the charges contained in this Debenture;
 - (ii) any of those debts which are now or at any time in the future assigned to the Bank absolutely pursuant to a receivables financing agreement made between the Company and the Bank; and
 - (iii) Bank Debts
- "Encumbrance"** any mortgage, charge, pledge, lien, standard security, assignment by way of security or other security interest of any kind
- "Floating Charge Assets"** the undertaking, property, assets and rights of the Company charged to the Bank under paragraph 1.10 in Schedule 2 above

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00273919

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 22nd OCTOBER 2003 AND CREATED BY A.B.F. LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO YORKSHIRE BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 28th OCTOBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30th OCTOBER 2003.

2082



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES