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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies

For official use Company number

		1
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3280170

Name of company

* YPCS 49 PLC

*insert full name
of company

Date of creation of the charge

19 DECEMBER 1996

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

DEBENTURE ✓ S

Amount secured by the mortgage or charge

~~ALL monies and liabilities now or at any time or times hereafter due or owing or incurred by the Company to the chargee and the Investors (as that term is defined in an investment agreement of even date with the charge made between the Company (1) the Managers (as defined therein) (2) the chargee (3) 3i Group plc (4) and others) under the said investment agreement.~~

ALL monies and liabilities now or at any time or times hereafter due or owing or incurred by the Company to the chargee and the Investors (as that term is defined in an investment agreement of even date with the charge made between the Company (1) the Managers (as defined therein) (2) the chargee (3) 3i Group plc (4) and others) under the said investment agreement.

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

3i plc whose registered office is at

91 Waterloo Road, London (or such other person as may from time to time be the Security Trustee for the purposes of the said

investment agreement) for itself and as trustee for the Investors (as that term is

Postcode SE1 8XP

defined above).

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

3i plc
Legal Department
Trinity Park
Bickenhill, Birmingham B37 7ES

Ref: RIH/306193

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

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write in
this margin

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

1. Fixed charges upon:

- 1.1 the freehold and leasehold property of the company both present and future (excluding the legally mortgaged property) together with all buildings and fixtures (including trade and other fixtures) and fixed plant and machinery from time to time thereon or therein and the proceeds of sale thereof;
- 1.2 the stocks shares bonds loan capital and other securities both present and future belonging to the company (including stocks or shares acquired pursuant to scrip dividends) and all rights relating thereto other than the right to be paid any dividend;
- 1.3 the book debts and other debts both present and future due or owing to the company;
- 1.4 the goodwill and uncalled capital of the company both present and future;
- 1.5 the rights in patents patent applications inventions trade-marks trade-mark applications service-marks trade names registered designs copyrights know-how confidential information trade secrets and any other intellectual property rights and all licences and ancillary rights and benefits (other than royalties and other sums payable in respect thereof) both present and future of the company.

2. Floating charges upon the undertaking and all other property assets and rights of the company both present and future not otherwise effectively charged by way of fixed charge.

3. The Company shall not without the previous written consent of 3i:

- 3.1 sell, give or share possession of, grant or agree to grant any lease or tenancy of, or accept or agree to accept a surrender or any variation or addition to the terms of any lease or tenancy of, or otherwise dispose of the fixed charged property or any part thereof;
- 3.2 sell, assign or otherwise dispose of the whole or any substantial part of the floating charged property except in the ordinary course of business;
- 3.3 create or attempt to create any fixed mortgage charge or other security upon any part of the fixed charged property which would rank in priority to or pari passu with the fixed charges described above;
- 3.4 allow any lien to arise on or affect any part of the charged property except in the case of a lien arising by operation of law in the ordinary course of business.

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Robert C. Hume

Date 30 DECEMBER 1996

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) applied (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 be entered.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03280170

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 19th DECEMBER 1996 AND CREATED BY YPCS 49 PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO 3i PLC (AS SECURITY TRUSTEE FOR ITSELF AND AS TRUSTEE FOR THE INVESTORS) ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 31st DECEMBER 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd JANUARY 1997.

G.M. McGeorge

G. M. McGEORGE

for the Registrar of Companies



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

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