

08-02-2001

4201



101795848

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/ITA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

08/02/2001 JJALLAH2 00000009 200676 2036314

1 FC:481 40.00 CH
2 FC:482 250.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, TRADEMARK 0231

REEL: 002338 FRAME: 0199

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2036314"/>	<input type="text" value="1969159"/>	<input type="text" value="1883499"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1821373"/>	<input type="text" value="0988210"/>	<input type="text" value="0099927"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2369808"/>	<input type="text" value="0957773"/>	<input type="text" value="0017953"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Thomas A. Guida

Name of Person Signing

Signature

March 30, 2001

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

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Registration Number(s)

1786496	2358946	<input type="text"/>
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DATED 27 February 1996

- (1) THE PORCELAIN AND FINE CHINA COMPANIES LIMITED
and Others
- (2) LLOYDS BANK PLC
as Trustee

COMPOSITE GUARANTEE
AND
DEBENTURE

CAMERON MARKBY HEWITT
Sceptre Court
40 Tower Hill
London EC3N 4BB

Tel: 0171-702 2345
Fax: 0171-702 2303
Telex: 925779

(Ref: JJC)
(Doc Id: 8982t)

TO BE A TRUE AND
COPY OF THE ORIGINAL
N MARKBY HEWITT
COURT
HILL *cmh 23/2/96*
N 4BB

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THIS COMPOSITE GUARANTEE AND DEBENTURE is made the 27th day of February 1996

BETWEEN:

- (1) THE COMPANIES whose names company numbers and registered offices are set out in schedule 1 hereto; and
- (2) LLOYDS BANK PLC whose address for this purpose is at St George's House, 6/8 Eastcheap, London EC3M 1LL acting as agent for the Beneficiaries and as trustee for the Beneficiaries (in either or both capacities, as the context admits, the "Trustee").

NOW THIS DEED WITNESSES as follows:

1. Interpretation

- 1.1 In these presents so far as the context admits the following expressions have the following meanings:

"Applicable Laws" all laws (including without limitation Environmental Laws, Planning Laws, the Customs & Excise Management Act 1979 and the Transport Act 1968) so far as the same shall relate to the Charged Property

"Beneficiaries" the banks listed in schedule 2 hereto, the Trustee and each person for the time being included within the expression "Beneficiaries" by virtue of clause 26 hereof (but excluding any person who has ceased to be included in the expression "Beneficiaries" by virtue of clause 26.2 hereof)

"Charged Property" all of the undertaking assets properties revenues rights and benefits of each of the Companies First to Eighthly (inclusive) described in clause 4.1 below and all other property whatsoever and wheresoever which for the time being or from time to time is subject to a mortgage, charge or other security interest of any kind constituted by these presents and references to the Charged Property include references to each and any part of it

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"Companies" the companies named in schedule 1 hereto (and/or the other companies company for the time being included within the expression "Companies" by virtue of clauses 20 and 21 hereof), excluding any such company which has been released or discharged by the Trustee and such expression includes each or any of them severally and "Company" means one of the Companies

"Current Rate" 2% (two per centum) above the Trustee's Base Rate from time to time in each case compounded in accordance with clause 3 hereof

"Deed of Designation" any deed referred to in clause 26.1 hereof

"Deed of Cessation" any deed referred to in clause 26.2 hereof

"Deed of Admission" any deed referred to in clause 20 hereof

"Deed of Release" any deed referred to in clause 21 hereof

"Environmental Laws" all laws regulating the carrying on of any process or activity on premises and any emissions from and all waste produced by such process or activity and any such chemicals or substances relating to the same whether relating to health and safety, the workplace, the environment or the provision of energy (including without limitation the Health and Safety at Work etc Act 1974, the Control of Pollution Act 1974, the Environmental Protection Act 1990, the Water Acts 1991, Clean Air Acts, the Alkali, etc Works Regulation Act 1906, the Planning Hazardous Substances Act 1990, the Public Health Acts and the Radioactive Substances Act 1960 and any European Community legislation regulating the same) from time to time in force

"Excluded Property" has the meaning ascribed thereto by Clause 27.1

"Guarantor" any Company insofar only as it hereby (or by any deed executed or expressed to be executed supplemental hereto) covenants to the Trustee to pay or

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discharge moneys and liabilities due owing or incurred from or by Companies other than itself to any Beneficiary; and "Guarantors" and "Guarantee" shall be construed accordingly and the latter expression shall extend to every separate and independent stipulation contained in clause 2.1(b) and schedule 5 hereto and in any similar provision of these presents

"Holding Company" and "Subsidiary"

have the meanings respectively given to them by section 736 Companies Act 1985 (as modified by the Companies Act 1989)

"Interests in Securities"

has the meaning ascribed thereto in clause 4.1 hereof

"Parent"

means Wheel or another Holding Company for the time being of the Companies (other than itself)

"Planning Laws"

all laws from time to time regulating the development, use, safety and control of property including without limitation the Town and Country Planning Act 1990

"Securities"

has the meaning ascribed thereto in clause 4.1 Fourthly (iii) hereof

"TPFC"

means The Porcelain and Fine China Company Limited (Company No. 597983)

"these presents"

means this deed and any deed or other instrument modifying this deed or executed in pursuance hereof or being or expressed to be supplemental hereto, including (without limitation) (a) any deed or other instrument executed in pursuance of clause 6 or any corresponding provision of a Deed of Admission or otherwise for the purpose of perfecting any security held by the Trustee, (b) any Deed of Designation, Deed of Cessation, Deed of Admission or Deed of Release, and (c) any other deed or other instrument executed by the Trustee for the purpose of releasing or discharging any security interest hereby created in its favour or granted to it

"Wheel"

means Wheel Investments Limited (Company No. 2185461)

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4.

1.2 In these presents:

- (a) the expressions "Beneficiary" "Beneficiaries" "Company" "Companies" "Guarantor" "Guarantors" "Wheel" "Parent" and "Trustee" where the context admits include their respective successors and successors in title and permitted assigns, transfers and disponees whether immediate or derivative;
- (b) the expressions "Beneficiary" and "Beneficiaries" where the context admits also include any person in favour of whom a Beneficiary has novated its rights against and its obligations to, any or all of the Companies or Guarantors;
- (c) "laws" include all regulations, rules, notices, orders, directives, directions, licences, consents, permissions, regulations, guidelines, circulars, codes of practice, requirements, requests or conditions (whether or not having the force of law but, if not having the force of law, compliance with which is in accordance with the general practice of the persons whom it relates) made, issued or imposed by any governmental body, agency, department or regulatory, self-regulating or other authority or organisation;
- (d) unless the context does not so admit, reference to the singular shall include the plural and vice versa and reference to the masculine shall include a reference to the feminine and neuter;
- (e) subject to any express provision to the contrary contained herein, any liberty or power which may be exercised or any determination which may be made hereunder by the Trustee or any Beneficiary may be exercised or made in its absolute and unfettered discretion and it shall not be under any obligation to give reasons therefor;
- (f) references to any statutory provisions shall be deemed to mean and to include a reference to any modification or re-enactment thereof for the time being in force;
- (g) the index and clause headings shall be ignored in construing this deed;
- (h) the "modification" of any document or enactment includes references to such document or enactment being altered, amended, varied, added to, supplemented, replaced or novated, and "modify" shall be construed accordingly; and
- (i) any reference in these presents to this deed or any other agreement or document shall be construed as a

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reference to this deed or, as the case may be, such other agreement or document as the same may have been, or may from time to time be, modified and shall include any agreement or other document modifying the same.

Companies' Payment Covenant and Guarantee

Each Company hereby:

- (a) covenants with the Trustee in accordance with any relevant agreement between any Beneficiary and the Company or, in the absence of such agreement, on demand, to pay and discharge to the Trustee or (in the case of contingent liabilities) to provide full cash cover to the Trustee for all moneys and liabilities whether present or future actual or contingent (including further advances made hereafter by any Beneficiary) which now are or at any time hereafter may be due owing or incurred to any Beneficiary by it anywhere on any current or other account or otherwise in any manner whatsoever; and
- (b) covenants with and guarantees to the Trustee on demand to pay or discharge to the Trustee or (in the case of contingent liabilities) to provide full cash cover to the Trustee for all moneys and liabilities whether present or future actual or contingent which now are or at any time hereafter may be due owing or incurred to any Beneficiary by any other Company anywhere on any current or other account or otherwise in any manner whatsoever (except any moneys or liabilities due owing or incurred by such other Company as Guarantor for the Company concerned),

in either case whether alone or jointly with any other person firm or corporation and in whatever style name or form and whether as principal or surety including all liabilities in connection with acceptances discounting or otherwise or under guarantees indemnities documentary or other credits or any instruments whatsoever from time to time assumed or given by any Beneficiary for or at the request of such Company together with interest to date of repayment at such rate or rates as may from time to time be agreed or in the absence of such agreement at the Current Rate (notwithstanding in the case of any Guarantor the liquidation or other incapacity of any Company), all commission and other banking charges and any fees, legal administrative and other costs charges and expenses charged or incurred by the Trustee (and irrespective of whether the same may also be recoverable by the Trustee from any other of the Companies, any of the Beneficiaries or any other person whatsoever) in connection with the Companies or these presents or any liabilities hereby agreed to be paid or intended to be secured or the Charged Property or any security thereover or

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PART II - Companies Party to Composite Guarantee and Debenture

PART III - The Released Property

[Attestation Clauses]

[end of schedule 6 to Composite Guarantee and Debenture]

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any demand or judgment) be compounded upon such days in each year as the Trustee shall from time to time fix.

Charge

Each Company with full title guarantee (or, in the case where another Company is the beneficial owner thereof, at the direction of that Company with full title guarantee) hereby charges to the Trustee with the payment of all money and liabilities and other sums hereby agreed to be paid or intended to be hereby secured (including without limitation any costs, expenses and charges arising out of or in connection with the acts or matters referred to in clause 7 or 8 hereof) and so that the charges hereby created shall be a continuing security:

FIRST: All rights, estates or other interests in the freehold and leasehold property (if any) of such Company both present and future including (without prejudice to the generality of the foregoing) the properties (if any) referred to in schedule 3 hereto opposite the name of such Company and all buildings and fixtures (including trade fixtures) fixed plant and machinery from time to time on any such property and all liens mortgages charges options agreements and rights titles and interests (whether legal or equitable) in or over land or the proceeds of sale thereof of whatever description both present and future and all the right title and interest of such Company in any such fixed plant and machinery from time to time hired or leased or rented by such Company from third parties or acquired by such Company from third parties on a hire instalment or conditional purchase basis.

SECONDLY: All book debts both present and future due or owing to such Company (and the proceeds thereof) and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) negotiable instruments legal and equitable charges reservation of proprietary rights rights of tracing and unpaid vendors' liens and similar and associated rights (and the Charged Property Secondly described shall without prejudice to the generality of the foregoing be deemed to include any moneys and liabilities at any time due owing or incurred by any Company (other than Wheel) to Wheel and the full benefit of the security therefor created by clause 25 hereof or by clause 2(e) of any Deed of Admission).

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8.

THIRDLY:

All other debts, claims and rights both present and future of such Company (and the proceeds thereof) including (without prejudice to the generality of the foregoing):

- (i) deposits and credit balances held by such Company with any Beneficiary (in any capacity) or any third party from time to time both present and future (including things in action which may give rise or may give rise to a debt or debts) owing to such Company (and the proceeds thereof);
- (ii) any amounts owing to such Company by way of rent, licence fee or service charge by any tenant or licensee (in each case whether present or future) on any freehold or leasehold property at time to time forming part of the Charged Property and any ground rent and rent charges owing to such Company (and, in each case, the proceeds thereof);
- (iii) all rights, title and interests of such Company (and the proceeds of such rights, title and interests) present or future, actual or contingent arising under or in connection with or by virtue of any contract or other agreement to which such Company is a party;
- (iv) all rights, title and interest of such Company in or under any insurance policy and any proceeds thereof;
- (v) any amounts owing or which may become owing to such Company by way of damages, compensation or otherwise under any judgment or order of any competent authority howsoever arising and
- (vi) the benefit of all rights relating to the property described in paragraphs (i) to (v) above.

FOURTELY:

- (i) All stocks shares securities and other interests in any company which may from time to time be a Subsidiary of the Parent which are now or may at any time hereafter be owned by such Company or

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in which such Company may otherwise be interested including (without prejudice to the generality of the foregoing or of the Charged Property Secondly and Thirdly described) loan capital indebtedness or liabilities on any account or in any manner owing to such Company both present and future in (and from) any company which may from time to time be a Subsidiary of the Parent;

(ii) the full benefit of all stocks shares and securities which or the certificates of which are now or may at any time hereafter be lodged with any Beneficiary or held by any Beneficiary or its agents and nominees or transferred to or registered in the name of any Beneficiary or its agent or nominees;

(iii) all rights in respect of or incident to the Charged Property described at (i) and (ii) above (the Charged Property (i) to (iii) hereby Fourthly charged being hereinafter called the "Securities"); and

(iv) all stocks shares securities rights moneys or property accruing or offered at any time by way of conversion splitting division redemption bonus preference option or otherwise to or in respect of any of the Securities including all dividends interest and other income payable in connection therewith (the Charged Property (i) to (iv) hereby Fourthly charged being hereinafter called "Interests in Securities").

FIFTHLY:

All present and future copyrights, patents, trademarks, servicemarks, brand names, inventions, design rights, know-how and all other intellectual property rights whatsoever without any limitation, whether registered or unregistered in all or any part of the world in which such Company is legally, beneficially or otherwise interested including, without limitation the trademarks listed in schedule 4 hereto, and the benefit of any pending applications for the same and all proceeds of collection of any of the foregoing and all other benefits deriving therefrom and

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thereunder including but not limited to royalties, fees, profit sharing agreements, income arising therefrom and all licences, respect of or relating to any intellectual property rights, whether such licences are granted to or by such Company.

SIXTHLY: The goodwill (including, without limitation, the benefit of all contracts both present and future for the supply of goods or services to customers or clients of such Company) and uncalled capital of such Company both present and future.

SEVENTHLY: All other rights or claims to which such Company now is or may hereafter become entitled in relation to the Charged Property and not otherwise charged above including without limitation those against all or any manufacturers, suppliers or installers of fixtures, plant or machinery, tenants, licensees, guarantors or sureties, professional advisors or contractors and any other person, firm or company now or at any time under contract with or under a duty to such Company or any predecessor in title.

EIGHTHLY: The undertaking and all property and assets of such Company both present and future included (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland and (if and so far only as the charges thereon or on any part or parts thereof herein contained shall for any reason be ineffective as fixed charges) the Charged Property First to Seventhly (inclusive) described above.

PROVIDED ALWAYS that nothing herein contained shall operate as to include a security interest of any kind over any of the Excluded Property.

The security hereby created shall as regards the Charged Property First, Secondly and Thirdly and Fifthly to Seventhly (inclusive) described be fixed first charges (and as regards all those parts of the Charged Property First described now vested in a Company shall constitute a charge by way of legal mortgage thereon), as regards the premises Fourthly described shall be an assignment to the Trustee absolutely subject to redemption upon payment of all monies and liabilities and other sums hereby secured and as regards all Charged Property Eighthly described shall be a first floating charge **PROVIDED THAT** each mortgage, charge, assignment and any other security interest whatsoever now or hereafter created or granted in

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11.

favour of the Trustee by any of the Companies, whether under these presents or under any other deed or instrument or otherwise howsoever and the floating charge granted in favour of Wheel under these presents, shall rank in such order of priority as will result in the maximum aggregate amount being recovered under such floating charge and all such mortgages, charges, assignments and other security interests for the benefit of the Beneficiaries as a whole.

4.2 Where any Company has acquired shares in any other Company and any liability has been incurred (by that or any other Company) for the purpose of that acquisition, then notwithstanding anything herein contained to the contrary the charges, the guarantees and other obligations hereunder entered into by the Companies shall not extend to such liability if and to the extent that (but for this provision) the entering into of such charges guarantees or other obligations (as the case may be) would be unlawful under the terms of section 151 Companies Act 1985.

4.3 Without prejudice to the security hereby constituted the Trustee may at any time (either before or after demand has been made by the Trustee for payment of the moneys hereby secured) by such a notice as is hereinafter mentioned convert any floating charge under these presents with immediate effect into a fixed charge so far as relating to any Charged Property which the Trustee shall in a notice in writing to the Company owning the same state that it considers to be in danger of being seized or sold under any form of distress, execution, diligence or other process levied or threatened or to be in jeopardy or to have been made or to be likely to become the subject of an injunction or to have been or to be otherwise attached.

4.4 Each Company hereby represents and warrants that it is the sole legal and beneficial owner of the property and trademarks (if any) referred to opposite its name in schedule 3 and schedule 4 hereto and that the said schedules 3 and 4 respectively accurately describe the property and trademarks to which they refer and that schedule 4 hereto contains a complete list of all trademarks in which it has any beneficial interest or right.

4.5 Each Company hereby covenants with the Trustee that save as may be permitted by any relevant agreement in writing between the Trustee and such Company and in addition to and without prejudice to any prohibitions or restrictions on such Company contained in any such agreement, it will not without the consent in writing of the Trustee:

- (a) sell assign license sub-license discount factor or otherwise dispose of or deal with the Charged Property (other than the Charged Property subject to a floating charge under these presents but subject to (c) below) save in accordance with clause 4.6 or clause 10.1(d) hereof;

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- (b) create or permit to subsist or arise any mortgage, debenture hypothecation charge assignment by way of security pledge lien or any other security interest upon the Charged Property (other than the security hereby constituted and any other security in favour of the Trustee) whether such security interest ranks or may come to rank in priority to or pari passu with or after any mortgage, charge or other security created or granted by these presents; or
- (c) transfer sell or otherwise dispose of the whole or material part of the Charged Property subject to a floating charge under these presents whether by a single transaction or a number of transactions whether related or not except in each case by way of sale at full value in the usual course of trading as transacted at the date hereof.
- 4.6 To the extent (if at all) that the fixed charge on the Charged Property Fifthly described gives the Trustee power to do so (but no further or otherwise), each Company is hereby licensed on an exclusive and royalty free basis in any part of the world to use or copy or adapt or reproduce in any form for its own use the Charged Property Fifthly described or any part thereof in the ordinary course of its business and to sell, lease, or otherwise dispose of articles or products in the ordinary course of its business manufactured or produced using the Charged Property Fifthly described or any part thereof provided that this licence:
- (a) is personal to such Company is not capable of being assigned or transferred in whole or in part;
- (b) may be terminated forthwith by written notice given to the Trustee to such Company at any time after any demand for payment hereunder or at any time (whether before or after such demand) if the Trustee shall in such notice state that it considers the Charged Property Fifthly described or any part thereof to be in danger of being seized or sold under any form of distress, execution, diligence or other process levied or threatened or to be in jeopardy or to have been or to be likely to become the subject of an injunction or to have been or to be otherwise attached; and
- (c) shall ipso facto terminate upon the discharge of the security hereby created upon the Charged Property Fifthly described.

5. Deposit of Deeds; Securities

- 5.1 Each Company will within 2 business days of the date of the execution and delivery of this deed deposit with the Trustee

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and the Trustee during the continuance of this security shall be entitled to hold and retain:

- (a) all deeds and documents of title relating to such Company's freehold and leasehold and heritable property for the time being;
- (b) all stock and share certificates and documents of title relating to Interests in Securities; and
- (c) all other deeds and documents of title relating to the Charged Property as the Trustee may from time to time specify.

5.2 The Trustee shall be entitled to exercise or to appoint another person acting on its instructions to exercise the Voting and Associated Rights (as defined below) attached to Securities of which any Company is the holder or beneficial owner:

- (a) at any time for the purpose of preserving the value of such Securities or the Trustee's ability to realise such Securities; and
- (b) at any time after demand under clause 2 hereof or the appointment of a Receiver or Receivers under clause 8 for the purpose of selling or otherwise realising such Securities.

Save as aforesaid, the Voting and Associated Rights attaching to the Securities shall be exercisable only in accordance with the instructions of that one of the Companies which is the holder or beneficial owner thereof. For this purpose "Voting and Associated Rights" means in relation to any of the Securities all voting rights, rights to appoint a proxy or proxies and all other powers or rights which other may from time to time be capable of being exercised under the terms of the relevant articles of association, trust deed or other instrument or any rule of law by the person or persons in whose name or names the Securities in question are registered or who is or are the holder or holders thereof, including without limitation, the powers given to trustees by sections 10(3) and 10(4) of the Trustee Act 1925 (as amended by section 9 of the Trustee Investments Act 1961) in respect of shares or other property subject to a trust.

6. Further Assurance

6.1 Each Company will at any time if and when required by the Trustee promptly execute in favour of the Trustee or as the Trustee shall direct such further legal or other assignments mortgages charges or any other security or charge and any other document (including any stock transfer form) as the Trustee shall reasonably require in respect of all or any of the

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Charged Property owned by it to secure all money and liabilities and other sums hereby agreed to be paid or intended to be hereby secured, such assignments mortgages securities charges to be prepared by or on behalf of the Trustee at the cost of such Company and to contain all such clauses for the benefit of the Trustee as the Trustee may reasonably require including if so required by the Trustee any such clauses as contained herein with such modifications as may be appropriate. Each Company will at any time if and when required by the Trustee give notice to debtors of such Company and to the other parties to contracts or agreements to which such Company is party and which are charged under these presents and to such other persons as the Trustee may reasonably require of any security constituted by these presents or any such further assignments mortgages charges security and will take such other steps as the Trustee may require to perfect any security constituted by these presents or any of the same.

- 6.2 Each Company which hereafter becomes the beneficial owner of freehold or leasehold property in England and Wales shall as soon as practicable (and in any event within one month after becomes the owner thereof), provide the Trustee with a description or other particulars in writing of such property (including, without limitation, the title number thereof if is registered land) and, without prejudice to the generality of clause 6.1 hereof, execute as a deed and deliver to the Trustee a legal charge in respect of such property in such form as may be reasonably required by the Trustee including if so required by the Trustee any such clauses as are contained herein with such modifications as may be appropriate.

7. Powers of Sale of Trustee

At any time after the Trustee shall have lawfully demanded payment from a Company of any money or liabilities or other sums hereby agreed to be paid or intended to be secured or at any time after the appointment of a Receiver or Receivers under clause 8 and whether or not the Trustee shall then be in possession of that part of the Charged Property proposed to be leased or otherwise dealt with as referred to below, the Trustee may exercise in respect of any of the Charged Property of that Company the power of sale conferred upon mortgagees by section 101 of the Law of Property Act 1925 without the restriction imposed by section 103 of that Act, and the statutory powers of leasing, letting, entering into agreements for leases or lettings and accepting and agreeing to accept surrenders of leases conferred on the Trustee by sections 99 and 100 of that Act shall be extended so as to authorise the Trustee to lease and make agreements or arrangements for lease at a premium or otherwise and for any length of term and generally without any restriction as to the kinds of leases, agreements or arrangements for lease that the Trustee may

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and accept surrenders of leases and grant options as the Trustee shall think expedient and in each case without the need to observe any of the restrictions imposed by or any other provisions of sections 99 and 100 of the said Act.

Appointment and Powers of Receiver

8.1 At any time after the Trustee shall have lawfully demanded payment from a Company of any money or liabilities or other sums hereby agreed to be paid or intended to be secured or at any time after any Company shall have requested it so to do or at any time after a petition for an administration order relating to any Company shall have been presented the Trustee may by writing under the hand of any official of the Trustee authorised by the Trustee from time to time or any person authorised by such official in writing appoint any person or persons to be a Receiver or joint Receivers or several Receivers or joint and several Receivers of the Charged Property of that Company or any part thereof to act in the case of two or more Receivers jointly, severally or jointly and severally (as may be specified in such appointment but if not so specified, jointly and severally) and to the extent permitted by law remove any Receiver or Receivers so appointed and appoint another or others in his or their place.

8.2 A Receiver or Receivers appointed by the Trustee under these presents shall have power in the name of or on behalf and at the cost of that Company or at his or their option (but only with the specific approval in writing of the Trustee) in the name of the Trustee or at his or their option in his or their own name(s) (and in any case notwithstanding any liquidation of that Company) to do or omit to do anything which that Company could do or omit to do in relation to the Charged Property owned by that Company or in which that Company is interested and in respect of which his or their appointment was made and in particular (but without prejudice to the generality of the foregoing) any such Receiver or Receivers may:

- (a) take possession of collect and get in any of such Charged Property and for that purpose take any proceedings in the name of that Company or otherwise as may seem expedient;
- (b) carry on manage or concur in carrying on and managing the business of that Company or any part thereof and for any of those purposes (including the completion with or without modification of any building in the course of construction and any development or project in which that Company was engaged) raise or borrow any money from or incur any other liability to any Beneficiary or any other person and on such terms as to interest or otherwise and with or without security as the Receiver or Receivers may think expedient and so

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that any such security may be or include a charge on such Charged Property either in priority to the security hereby created or otherwise on such terms as the Receiver or Receivers may think fit;

- (c) forthwith and without the restriction imposed by section 103 Law of Property Act 1925 sell realize dispose of or concur in selling realizing or disposing of (but where necessary with the leave of the Court) and without the need to observe any of the provisions of sections 99 and 100 of the said Act or any restriction imposed by these presents on that Company let or concur in letting and surrender or concur in surrendering and accept surrenders of leases or tenancies of all or any of such Charged Property and carry any such sale realization disposal lease tenancy or surrender into effect by conveying transferring assigning leasing letting surrendering or accepting surrenders in the name and on behalf of that Company (or other the estate owner) and so that covenants and contractual obligations may be granted in the name and so as to bind that Company (or other the estate owner) so far as the Receiver or Receivers may consider it necessary appropriate or expedient for the exercise of the powers conferred by these presents so to do. Any such sale realization disposal lease or tenancy may be for cash debentures or other obligations shares stock or other valuable consideration and may be payable in a lump sum or by instalments spread over such period as the Receiver or Receivers shall think fit and so that any consideration received or receivable shall ipso facto forthwith be and become charged with the payment of all money and liabilities and other sums secured hereby. Plant machinery and other fixtures may be severed and sold separately from the premises containing them without the consent of that Company or any other Company being obtained thereto;
- (d) promote the formation of a subsidiary company or subsidiary companies of that Company with a view to such subsidiary company or companies purchasing leasing licensing or otherwise acquiring interests in all or any of the assets of that Company or with a view to such subsidiary or subsidiaries engaging employees providing management or other services or as purchasing or selling agencies or distributors or for any other purpose or function which may be regarded as necessary or appropriate by such Receiver or Receivers from time to time;
- (e) arrange for such subsidiary or subsidiaries of that Company to trade or cease to trade as the Receiver or Receivers may think fit from time to time;

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- (f) arrange for such purchase lease licence or acquisition of all or any of the assets of that Company by any such subsidiary or subsidiaries on a basis whereby the consideration may be for cash shares debentures loan stock convertible loan stock or other securities shares of profits or sums calculated by reference to profits or turnover or royalties or licence fees or otherwise howsoever and whether or not secured on the assets of such subsidiary or subsidiaries and whether or not such consideration is payable or receivable in a lump sum or at any one time or a number of times or by instalments spread over such period as the Receiver or Receivers may think fit;
- (g) make any arrangement or compromise which he or they shall think expedient;
- (h) make and effect all repairs renewals and any improvements of that Company's plant and machinery;
- (i) take out, effect, maintain or renew all such insurances as he or they may think fit;
- (j) acquire any interest in any real or personal property which he or they may consider necessary or expedient to acquire in order to maintain or enhance the value of such Charged Property or any part thereof and to grant or surrender easements and to make exchanges and to enter into any agreements for the revision or alteration of boundaries;
- (k) carry out any works of demolition, site preparation, infilling, landscaping, construction, reconstruction, development, redevelopment, refurbishment, alteration or improvement or otherwise in relation to or affecting such Charged Property or any buildings or other structures at any time thereon or any part thereof (including without limitation any such works comprised in any project commenced by any of the Companies prior to his or their appointment whether with or without modification);
- (l) enter into, perform, repudiate, rescind, vary, modify, assign, sub-let or novate any contract or agreement, option, agreement for lease, building contract or professional appointment or otherwise for or which relates in any way to such Charged Property or any part thereof or any buildings, erections or structures thereon or any fixtures, fittings, plant and machinery therein or in relation to the exercise of any of the powers of the Receiver or Receivers;
- (m) take or defend any proceedings whether in the name of the Companies or any of them or otherwise as the

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Receiver or Receivers may think fit whether relating to any of the matters herein contained or otherwise and may make any arrangement or compromise which he may think expedient including proceedings for the compulsory winding-up of any of the Companies and proceedings in directions under section 35(1) of the Insolvency Act 1986;

- (n) call up any of the uncalled capital of that Company;
- (o) make such elections for value added tax purposes as the Receiver or Receivers may in his or their discretion think fit;
- (p) appoint contractors advisers professionals managers agents officers servants and workmen for any of the aforesaid purposes at such salaries and for such periods as he or they may determine;
- (q) cause that Company to grant such powers of attorney, appoint such agents as he or they may from time to time think expedient;
- (r) do all such things as may be thought necessary for the management of the affairs, business and property of that Company and exercise all or any of the powers specified in schedule 1 to the Insolvency Act 1986;
- (s) do all such other acts and things as may from time to time be considered by such Receiver or Receivers to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the realisation of the security or the exercise of his or their functions as Receiver or Receivers.

8.3 The rights and powers conferred by clause 8.2 on a Receiver or Receivers appointed by the Trustee under these presents shall be in addition to and shall not limit or exclude any of the powers referred to in section 42(1) or 55(1) of the Insolvency Act 1986.

8.4 All money received by such Receiver or Receivers shall be applied first in payment of his or their remuneration and the costs of realisation including all costs and expenses of or incidental to any exercise of any power conferred by these presents or by statute secondly in providing for the matters specified in the first three paragraphs of sub-section 8 of section 109 Law of Property Act 1925 thirdly in or towards the payment of any debts which are by statute made payable in preference to the money hereby secured to the extent to which such preferential debts are made so payable fourthly (when so required by the Trustee) in or towards satisfaction of the money and liabilities and other sums hereby secured and fifthly in paying any surplus to that Company or other person or

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persons entitled thereto. The foregoing provisions of this clause 8.4 shall take effect as and by way of variation and extension of the provisions of sections 99 to 109 inclusive of the said Act which provisions so varied and extended shall be regarded as incorporated herein.

Any Receiver or Receivers so appointed shall at all times and for all purposes be deemed to be the agent or agents of the Company in respect of which he was or they were appointed and that Company shall be solely responsible for his or their acts or defaults and for his or their remuneration to the exclusion of any liability therefor on the part of the Trustee or any Beneficiary.

Any such Receiver or Receivers shall be entitled to remuneration for his or their services and the services of his or their firm(s) at a rate or rates or in an amount or amounts as may from time to time be agreed between the Trustee and such Receiver or Receivers or (in default of agreement) as may be appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by the Receiver or Receivers in accordance with the current practice of the Receiver or Receivers or his or their firm(s) and without in either such case being limited by the maximum rate specified in section 109(6) Law of Property Act 1925.

Only money actually paid by the Receiver or Receivers to the Trustee shall be capable of being applied by the Trustee in or towards satisfaction of any money or liabilities or other sums hereby secured and so that the Trustee may in its absolute discretion at all times, pending the payment to the Trustee of the whole of the money or liabilities or other sums hereby secured, place and keep to the credit of a separate or suspense account any money received by the Trustee by virtue of these presents for so long and in such manner as the Trustee may determine and without any obligation to apply the same or any part thereof in or towards the discharge of any money or liabilities or other sums secured by these presents. The Trustee may further at its sole discretion and with or without notice to the Companies elect to convert all or any money received by it by virtue of these presents into the currency or currencies of the whole or any part of the liability of any of the Companies to any of the Beneficiaries (deducting from the proceeds of conversion any currency premium or other expense) at the Trustee's spot rate for selling the currency or currencies of the relevant liability for the currency of the money received at or about 11.00 am in London on the date that the Trustee exercises its rights of conversion hereunder. The provisions of this clause 8.7 shall apply, mutatis mutandis, to any Beneficiary receiving payments from the Trustee and any money so received.

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9. Companies' powers of Leasing

During the continuance of this security the statutory power and any other powers of leasing letting entering into agreements for leases or lettings and accepting or agreeing accept surrenders of leases shall not in relation to any freehold or leasehold property now or at any time hereafter acquired by or belonging to any Company or any part thereof exercisable by that Company nor shall that Company part with possession of the same or any part thereof nor confer upon any person firm company or body whatsoever any licence right or interest to occupy the same or any part thereof nor grant a licence or permission to assign underlet or part with possession of the same or any part thereof without in any such case obtaining the consent of the Trustee signified in writing under the hand of any official of the Trustee authorised by the Trustee from time to time or any person authorised by such official.

10. Covenants

10.1 During the continuance of this security the Companies jointly and severally covenant that unless otherwise agreed in writing by the Trustee they will (save as otherwise provided under any relevant agreement in writing between the Trustee and such Company and in addition to and without prejudice to any obligations, prohibitions and restrictions on the Company contained in any such agreement):

(a) within such period as is allowed by law for the laying and delivering of such accounts furnish to the Trustee copies of the annual Consolidated Balance Sheet and Profit and Loss Account and Trading Account of the Parent and its subsidiaries and the annual Balance Sheet and Profit and Loss Account and Trading Account of each of the Companies forthwith upon the same becoming available and not in any event later than the expiration of nine months from the end of the relevant financial year such statements showing the true and fair view of the affairs of the Parent and its subsidiaries or as the case may be the relevant Companies in every year certified by an accountant approved by the Trustee and also from time to time such other information in respect of the assets and liabilities of the Companies and their subsidiaries (including management accounts) as the Trustee may reasonably require;

(b) keep all buildings and fixtures hereby charged in a good state of repair and all plant and machinery in good working order and condition and insure and keep insured all their property and effects of every description in an office or offices or with other

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insurers to be approved by the Trustee against loss or damage by fire and such other contingencies and risks as may be required by the Trustee in their full reinstatement value for the time being in the joint names of the relevant Company and the Trustee (and on such terms as the Trustee may require) or with the interest of the Trustee endorsed on the policy or policies or noted as the Trustee may require and will (unless the insurance to which such policy or policies relate and which was approved by the Trustee was effected by a landlord with the respective interests of the Trustee and the relevant Company endorsed or noted thereon) deposit with the Trustee such policies as may be required by the Trustee and will duly pay all premiums and sums payable for this purpose and produce the receipts therefor or other evidence of payment to the Trustee within seven days of their becoming due and payable. If default shall at any time be made by any Company in keeping its buildings and fixtures and plant and machinery or any part thereof in a good state of repair and in good working order or in effecting or keeping up any such insurance or in producing to the Trustee any such policy or receipt it shall be lawful for but not obligatory on the Trustee to repair and maintain the same with power to enter any Company's property for that purpose or as the case may require to effect or renew any such insurance as aforesaid as the Trustee shall think fit and any sum or sums so expended by the Trustee shall be jointly and severally repayable by the Companies to the Trustee on demand together with interest at the Current Rate payable as provided in clause 3 hereof from the date of payment by the Trustee as aforesaid. All money which may at any time be received or receivable under any such insurance or any other insurance covering any of the property and effects of the Companies against such risks as aforesaid shall be held in trust for the Trustee and (at the Trustee's option) shall either be paid to the Trustee for the account of the relevant Company or shall be applied in replacing restoring or reinstating the property destroyed or damaged;

- (c) in addition to the insurances effected pursuant to sub-clause 10.1(b) hereof, maintain such other insurances as the Trustee reasonably determines are normally maintained by prudent companies carrying on similar businesses including insurance against loss of records and liability to third parties and employees and duly pay all necessary premiums and other moneys necessary for effecting and keeping up such insurances and, unless otherwise notified in writing by the Trustee, produce the policies to the Trustee and the receipts for such payments;

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- (d) pay into their respective accounts with the Trustee (such other account or accounts as the Trustee may direct for this purpose) all moneys which any of them may receive in respect of the book debts and other debts, claims and rights expressed to be charged by them under these presents or in respect of the Interests in Securities or under or by virtue of an insurance and pending such payment shall hold such moneys on trust for the Trustee PROVIDED THAT the Trustee shall be deemed to receive the amounts referred to in paragraph (ii) of the premises Thirdly described in clause 4.1 hereof pursuant to the fixed charge contained therein and not pursuant to the fixed charge on freehold and leasehold property First described in that clause or as mortgagee in possession;
- (e) indemnify the Trustee and as a separate covenant any Receiver or Receivers appointed by the Trustee against all existing and future rents taxes duties charges assessments impositions and outgoings whatever (whether imposed by deed or statute or otherwise and whether of the nature of capital or revenue and even though of wholly novel character) now or at any time during the continuance of this security payable in respect of the Charged Property or by the owner or occupier thereof. If any such sums shall be paid by the Trustee or any such Receiver or Receivers the same shall be jointly and severally repayable by the Companies on demand with interest at the Current Rate as provided in clause 3 hereof from the time or respective times of the same having been paid or incurred by the Trustee or such Receiver or Receivers as the case may be;
- (f) observe and perform all restrictive and other covenants and stipulations for the time being affecting the Charged Property or the mode of user or the enjoyment of the same and not without the prior consent in writing of the Trustee enter into any onerous or restrictive obligations with regard thereto or create or permit to arise any overriding interest or any easement or right therein or thereover or do or suffer or omit to be done any act matter or thing whereby the Charged Property may be surrendered or forfeited or the interest or title of the relevant Company thereto or the value thereof may be materially adversely affected or any provisions of any Act of Parliament order or regulation whatever from time to time in force affecting the Charged Property may be infringed;
- (g) not (except with the prior consent in writing of the Trustee and then only on such terms and conditions as the Trustee may specify) remove from the Charged Property First described any of the fixtures or fixed plant and machinery for the time being thereon except

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for the purpose of renewing and replacing the same by other fixtures or fixed plant and machinery of equal or greater value;

- (h) permit the Trustee and/or its agents or employees free access at all reasonable times to inspect and take copies and extracts from the books, accounts, records and such other documents as the Trustee may require of the Company and furnish the Trustee with all information and facilities which it may require and pay all reasonable expenses incurred by the Trustee in connection therewith.

10.2 The Companies jointly and severally covenant with the Trustee that they shall:

- (i) comply with all Applicable Laws and not permit a contravention of the same;
- (ii) not without the prior consent of the Trustee make any application or enter into any agreement under the Planning Laws affecting the Charged Property;
- (iii) within four days of receipt of the same, give copies to the Trustee of any notice or order under the Applicable Laws affecting the Charged Property and shall as soon as reasonably practicable but in any event within the time specified in such notice or order take all such steps as the Trustee may direct to comply with any such notice or order, to remedy and/or cease the continuation of any breach of the Applicable Laws alleged thereunder or to reinstate in full force and effect any licence or permission varied or suspended thereunder and will at the cost of the relevant Company make or join with the Trustee in making such objections or representations in respect of any proposal for such notice or order as the Trustee shall reasonably request; and
- (iv) forthwith supply the Trustee with copies of any environmental reports, audits or studies undertaken in relation to the Charged Property.

10.3 Each Company hereby agrees to:

- (a) give to the Trustee such evidence as may be requested by the Trustee that its obligations hereunder have been complied with;
- (b) permit the Trustee, its agents and employees at any time but except in the case of emergency on no less than two business days' notice and during normal business hours to enter upon the Charged Property First described or any other relevant premises for the

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purpose of establishing whether or not the Company is complying fully with its obligations hereunder;

- (c) indemnify the Trustee, the Beneficiaries and as a separate covenant any Receiver appointed by the Trustee against all costs, claims, demands, expenses, charges, assessments, impositions, fines and sums (whether imposed by deed or statute or otherwise or whether of the nature of capital or revenue and even though of a wholly novel character) and the consequences of any proceedings or prosecutions arising directly or indirectly from or in connection with any breach by the Company of any Applicable Laws or of any of its obligations hereunder. If any such sums shall be payable by the Trustee, any Beneficiary or any Receiver, the same shall be paid by the Companies on demand with interest as provided in clauses 2 and 3 hereof from the time or respective times of the same having been paid or incurred by the Trustee or such Beneficiary or Receiver as the case may be but neither the Trustee nor any Beneficiary shall be deemed to have taken possession of the Charged Property by reason of such payment.

11. Power of Attorney

- 11.1 Each Company hereby irrevocably appoints the Trustee and it substitutes (if any) and any Receiver or Receivers appointed under these presents jointly and also severally to be its attorney for it and in its name and on its behalf and as it act and deed or otherwise to issue, sign, seal, deliver, complete and/or make any alteration or addition or deletion to or otherwise perfect any documents (including without limitation any legal or other assignment mortgage charge or security of any kind whatsoever) which the Trustee may require for perfecting its title or for vesting any of the Charged Property in the Trustee or its nominees or any purchaser or the exercise by the Trustee or any person acting on its instructions to exercise Voting and Associated Rights as contemplated by clause 5.2 and to re-deliver the same thereafter and otherwise generally to sign seal and deliver and otherwise generally to create issue sign seal and deliver and perfect any such legal or other assignment mortgage security charge as aforesaid and to give notice thereof or of the charges hereby effected and to perfect the same or (without executing any such assignment mortgage security or charge) deed assurance document or act which may be required or may be deemed proper by the Trustee or any such Receiver or Receiver (whether in favour of the Trustee or any other person and whether for the purpose of exercising any power conferred by clauses 6, 7 or 8 hereof or otherwise) on or in connection with any sale realization disposal lease tenancy or surrender or getting in of the Charged Property by the Trustee or by any

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such Receiver or Receivers as aforesaid under any power applicable thereto or in connection with any other exercise of any power reserved to the Trustee or any Receiver under these presents and (without limiting the generality of the foregoing) to sign or otherwise execute and deliver on behalf of or in the name of such Company any legal or equitable mortgage or any interests in securities the title to which may under regulations made pursuant to section 207 Companies Act 1989 be evidenced or transferred without written instrument and any particulars or other documents considered by the attorney to be necessary or desirable to be filed with the Registrar of Companies pursuant to any of the sections in part IV Companies Act 1989.

11.2 To secure its obligations to the Trustee hereunder, Wheel hereby irrevocably appoints the Trustee and its substitutes (if any) and any Receiver or Receivers appointed under these presents jointly and also severally to be its attorney for it and in its name and on its behalf and as its act and deed or otherwise to do any or all of the following acts and things:

- (a) to exercise all rights of Wheel to make demand on and receive from any of the Companies (other than Wheel) payment of any moneys or liabilities secured by clause 25.2 hereof or by clause 2(e) of any Deed of Admission;
- (b) to exercise any or all other rights and powers of Wheel arising under or by virtue of clause 25 hereof or clause 2 of any Deed of Admission; and
- (c) to issue sign seal and/or deliver any document and to do all other acts and things as may be considered incidental or conducive to any or all of the aforesaid purposes.

11.3 To secure Wheel's obligations to the Trustee (under any written agreement between Wheel and the Trustee) to execute any Deed of Designation, Wheel hereby irrevocably appoints the Trustee to be its agent and attorney and in its name and on its behalf and as its act and deed to enter into, sign or otherwise execute and deliver any Deed of Designation with such variations as the Trustee in its absolute unfettered discretion shall think fit or any other deed or instrument in connection herewith and to do all other deeds acts and things as the Trustee may consider expedient in connection therewith.

11.4 Without prejudice to the generality of the foregoing each Company hereby covenants with the Trustee and separately with any such Receiver or Receivers as aforesaid that if required so to do it will ratify and confirm:

- (a) all lawful transactions entered into by the Trustee or any such Receiver or Receivers or by that Company at

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its his or their instance in the exercise or pur
exercise of its his or their powers; and

- (b) all lawful transactions entered into by the Trust
any such Receiver or Receivers in signing sealing
delivering and otherwise perfecting any assignment
mortgage charge security deed assurance document
as aforesaid;

each Company irrevocably acknowledges and agrees that the
power of attorney is given to the Trustee and to the Rece
or Receivers (inter alia) to secure the proprietary inter
of the Trustee under these presents and the performance of
these obligations owed to it him or them by that Company

- 11.5 Each Company (other than Wheel) irrevocably agrees to exe
and deliver any Deed of Admission, Deed of Designation, D
Cessation or Deed of Release which the Trustee and Wheel
shall be executed. To secure this obligation, each Comp
(other than Wheel) hereby irrevocably appoints Wheel to b
agent and attorney and in its name and on its behalf and
act and deed to enter into, sign or otherwise execute and
deliver any Deed of Admission, Deed of Designation, Deed
Cessation or any Deed of Release with such variations as
Trustee and Wheel in their absolute unfettered discretion
think fit or any other deed or instrument in connection
herewith and to do all other deeds acts and things as Whe
consider expedient in connection therewith. Each Company
(other than Wheel) shall ratify and confirm all such acts
and deeds executed by Wheel as such attorney.

12. Dealings with third parties

No purchaser or other person dealing with the Trustee or a
Receiver or Receivers purporting to have been appointed un
the foregoing provisions hereof shall be concerned to see
enquire as to whether the Trustee shall have demanded paym
from any Company of any money or liabilities or other sums
hereby secured or as to whether any Company has failed to
satisfy any such demand by payment of the amount demanded
full nor shall any such purchaser or other person dealing
aforesaid be in any wise affected by notice to the contrar

13. Notices of subsequent charges

If the Trustee or any Beneficiary receives notice of any
subsequent assignment mortgage security charge or other
interest affecting the Charged Property, any Beneficiary
open a new account or accounts for the Companies. If such
Beneficiary does not open a new account or accounts it sha
nevertheless be treated as if it had done so at the time w
it received notice and as from that time all payments made

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or on behalf of the Companies to such Beneficiary, credited or be treated as having been credited to a new account or new accounts and shall not operate to reduce the amount due from the Companies to such Beneficiary at the time when notice was received.

Set-off

Each Beneficiary shall have in addition to any general lien or similar right (if any) to which it may be entitled by law, agreement or otherwise the right at any time without notice to the Companies immediately prior to or on or following the making of a demand under these presents or otherwise to combine or consolidate all or any of the then existing accounts (including accounts in the name of such Beneficiary with any designation which includes the name of any Company) of all or any of the Companies with such Beneficiary and the liabilities of all or any of the Companies to such Beneficiary and/or set-off or transfer any sum or sums standing to the credit of any one or more of such accounts (whether subject to notice or restriction on availability or not and whether denominated in sterling or in a foreign currency) in or towards satisfaction of any of the liabilities of all or any of the Companies to such Beneficiary on any other account or in any other respect whether such liabilities be actual contingent primary collateral several or joint. In the case of all accounts (whether denominated in sterling or in a foreign currency) such Beneficiary may, at its sole discretion and with or without notice to the Companies elect to convert all or any of such account or accounts (in whole or in part) into the currency or currencies of the whole or any part of the liability of the Companies to such Beneficiary (deducting from the proceeds of the conversion any currency premium or other expense) and the rate of exchange shall be such Beneficiary's spot rate for selling the currency or currencies of the liability of the Company for the currency of the sum standing to the credit of such account at or about 11.00 am in London on the date that such Beneficiary exercises its rights of conversion hereunder.

15. Notices

- 15.1 Each communication to be made hereunder shall be made in writing but, unless otherwise stated, may be made by facsimile, telex or letter.
- 15.2 Any communication or document to be made or delivered by one person to another pursuant to this Deed shall (unless that other person has by fifteen days' written notice to the Trustee and to the Companies specified another address) be made or delivered to that other person at its address specified herein and shall be deemed to have been made or delivered when received (in the case of any communication by facsimile) or

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when despatched (in the case of any communication made by telex) or (in the case of any communication made by letter) when left at that address or (as the case may be) five days after being deposited in the post postage prepaid in an envelope addressed to it at that address Provided that any communication or document to be made or delivered to the Trustee shall be effective only when received by the Trustee and then only if the same is expressly marked for the attention of _____ (or such other department or officer as the Trustee shall from time to time on not less than fifteen days' prior written notice to the Borrower and the Beneficiaries specify for this purpose).

16. Additional security

- 16.1 The security hereby created is in addition to and without prejudice to any other security or securities which the Trustee or any Beneficiary may now or from time to time hold or take from any of the Companies.
- 16.2 The restriction on the right of consolidating mortgage securities contained in section 93 Law of Property Act 1925 shall not apply to this deed or any further or other securities entered into pursuant to the terms hereof.

17. Merger, etc

- 17.1 Nothing herein contained shall operate so as to merge or otherwise prejudice or affect any bill note guarantee mortgage or other security or any contractual or other right which the Trustee or any Beneficiary may at any time have for any money or liabilities or other sums due owing or incurred by any of the Companies or any right or remedy of the Trustee or any Beneficiary thereunder and any receipt release or discharge of the security provided by or of any liability arising under this deed shall not release or discharge any of the Companies from any liability to the Trustee or any Beneficiary for the same or any other money which may exist independently of this deed.
- 17.2 Where the security hereby given initially takes effect as a collateral or further security then notwithstanding any receipt release or discharge endorsed on or given in respect of or under the principal security to which this deed operates as a collateral or further security the security hereby provided shall in respect of any money or liabilities or other sums which were originally intended to be secured be an independent security for any such money or liabilities or other sums.
- 17.3 Without prejudice to the terms of paragraph 10 of schedule 4, the Trustee may in its absolute discretion at all times pending the payment to the Trustee of the whole of the money and liabilities and other sums hereby covenanted to be paid by any

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Company place and keep to the credit of a separate or suspense account any money received by the Trustee by virtue of the security created by that Company for so long and in such manner as the Trustee may determine without any obligation to apply the same or any part thereof in or towards the discharge of such money or liabilities or other sums.

17.4 The Trustee may apply allocate or appropriate the whole or any part of any payment made by any of the Companies hereunder and any moneys received by the Trustee from any Receiver or Receivers appointed by the Trustee hereunder or from any liquidator, administrator, supervisor or similar officer of any Company or the proceeds of realization of any part of the Charged Property to such part or parts of the liabilities of any of the Companies to any of the Beneficiaries as the Trustee may in its sole discretion think fit to the entire exclusion of any right of any of the Companies to do so.

18. Partial Invalidity

If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

19. Registered titles

19.1 In respect of any freehold or leasehold property hereby charged by any Company the title to which is registered at HM Land Registry it is hereby certified by such Company that the charges created by these presents does not contravene any of the provisions of the memorandum and articles of association of that Company.

19.2 Each Company hereby requests the Chief Land Registrar to register the following restriction on the Proprietorship Register of any registered land forming part of the Charged Property:

"RESTRICTION

Except under an order of the Registrar no disposition by the proprietor of the land is to be registered without the consent of the proprietor for the time being of charge number ".

20. Admission of new Companies

If the Companies and the Trustee and any other company or companies agreeing to become a party hereto shall execute a deed in the form or substantially in the form set out in

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schedule 6 hereto such other company or companies being listed in part II of the schedule to such deed shall thenceforth be included as one of the "Companies" for all the purposes of these presents.

21. Release of companies or property

21.1 If the Companies and the Trustee shall execute a deed in the form or substantially in the form set out in Part I of schedule 7 hereto the Company or Companies listed in part I of the schedule to such deed shall thenceforth cease to be included as one of the "Companies" for all the purposes of these presents but nothing in the clause shall prejudice the terms or restrict the scope of paragraph 8 of schedule 5 hereto.

21.2 If the Companies and the Trustee shall execute a deed in the form or substantially in the form set out in part II of schedule 7 hereto, the property described in part III of the schedule to such deed shall thenceforth cease to be included part of the "Charged Property" for all the purposes of these presents.

22. Payments

22.1 All payments to be made hereunder shall be made free and clear of and without deduction for any taxes levies imposts duties charges fees or withholdings of any nature now or hereafter imposed by any governmental authority in any jurisdiction or any political subdivision or taxing authority thereof or therein provided that if any of the Companies is compelled by law to deduct or withhold any such amounts it will concurrently pay to the Trustee such additional amount as will result in payment to the Trustee of the full amount which would have been received but for such deduction or withholding.

22.2 If any payment made by or on behalf of the Trustee hereunder includes Value Added Tax or if any payment due to the Trustee hereunder shall be in reimbursement of any expenditure by or on behalf of the Trustee which includes Value Added Tax, then such Value Added Tax shall be payable by each of the Companies to the Trustee on demand and shall be secured hereby.

22.3 Without prejudice to the generality of clause 2.1 hereof, each of the Companies shall pay to the Trustee all costs incurred suffered by the Trustee:

- (a) in connection with any application relating to any Company under section 15 Insolvency Act 1986; and
- (b) in defending proceedings brought by any third party impugning the Trustee's title to this security or the enforcement or exercise of the Trustee's rights and remedies hereunder.

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Law & Jurisdiction

This deed shall be governed by and construed in accordance with English law.

Each of the parties hereto irrevocably agrees for the benefit of the Trustee that the courts of England and Wales shall have jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with these presents and, for such purposes, irrevocably submits to the non-exclusive jurisdiction of such courts.

Counterparts

This deed may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument.

25. Floating charges in favour of Wheel

25.1 Each Company (other than Wheel) hereby covenants with Wheel in accordance with any relevant agreement between such Company and Wheel, or in the absence of such agreement, on demand, to pay or discharge as and when they fall due for payment or discharge all moneys and liabilities at any time due owing or incurred by such Company to Wheel.

25.2 Each Company (other than Wheel) as beneficial owner hereby charges to Wheel with the payment and discharge of the moneys and liabilities referred to in clause 25.1 above and so that the charge hereby created shall be a continuing security by way of floating charge over all its undertaking property assets and revenues both present and future.

25.3 The order of priority of the floating charges created by clause 25.2 above shall be governed by the proviso to clause 4.1 hereof.

25.4 Each Company (other than Wheel) covenants with Wheel that save as may be permitted by any relevant agreement in writing between the Trustee, Wheel and such Company and in addition to but without prejudice to any prohibitions or restrictions on the Company contained in any such agreement, it will not create or allow to subsist any specific or other mortgage debenture or charge or lien or any other security interest upon the Charged Property ranking in priority to or pari passu with or subsequent to the floating charge created by clause 25.2 above except for the charges hereby created.

25.5 At any time after the security hereby constituted in favour of the Trustee shall be enforceable in respect of a Company Wheel

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may by writing under the hand of any of its duly authorised officials appoint (such appointment not to be made and if not to be effective without the prior written consent of the Trustee) or any Receiver appointed pursuant to clause 8 hereof may by writing appoint a Receiver and manager of the premises charged by clause 25.2 above. Such Receiver and manager shall have all the powers and rights in relation to the premises charged by clause 25.2 above as are set out in clause 8.1 hereof and the provisions of clauses 8.2, 8.3, 8.4, 8.5 and 8.6 hereof shall apply mutatis mutandis to any such Receiver and manager.

- 25.6 Subject to the other provisions of this clause, references in this deed to "this security" or the "charges hereby created" or the "security hereby created" or the "security hereby constituted" or similar expressions shall be deemed not to include the security created by clause 25.2 above.
- 25.7 To the extent that any consent is required from the Trustee to the creation and/or continuation of the floating charges created by clause 25.2 above or by any Deed of Admission or otherwise, such consent is hereby given.

26. Deeds of Designation and Cessation

- 26.1 If the Companies and the Trustee shall execute a deed in the form or substantially in the form set out in schedule 9 hereof the person or persons listed in part III of the schedule to such deed shall thenceforth be included as one of the "Beneficiaries" for all the purposes of these presents.
- 26.2 If the Companies and the Trustee shall execute a deed in the form or substantially in the form set out in schedule 10 hereof the person or persons listed in part III of the schedule to such deed shall thenceforth cease to be included as one of the "Beneficiaries" for all the purposes of these presents.

27. Excluded Property

- 27.1 In this Deed "Excluded Property" means:

- (a) Unit L, The Potteries Centre, Hanley, Stoke-on-Trent held under a lease dated 9th August 1995;
- (b) Ground and Basement Floors, Carrington House, 126 Regent Street, London W1 held under a lease dated 18th December 1995;
- (c) Units 1 and 2 Factory Shop, Scheme Street, Somerset, held under a lease dated 13th August 1993,
- (d) Blackpole Works, Worcester held under a lease dated 15th April 1976 and a supplemental lease dated 18th August 1976.

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for so long only as the landlord's consent to charge the Property in question has not been obtained.

Each Company which is the beneficial owner (or is the nominee or their trustee for another Company which is the beneficial owner) of any Excluded Property hereby covenants with the Trustee to the extent that the same is reasonably practicable that within three months of the date hereof it will obtain the requisite consent to charge the Excluded Property from the landlord of each such Excluded Property and shall do all such acts and things as the Trustee may reasonably require to ensure that any such former Excluded Property is charged to the Trustee in accordance with the provisions of this Deed.

7.3 On and from the date on which landlord's consent is obtained to charge any Excluded Property that property shall immediately cease to fall within the definition of Excluded Property.

IN WITNESS whereof the parties have executed this instrument as a deed and have delivered it upon dating it.

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PART III - Companies Party to Composite Guarantee
and Debenture

PART IV - The Securities Released

[Attestation Clauses]

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SCHEDULE 2

THE BANKS

1. Lloyds Bank Plc
2. Core States Bank N.A.

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SCHEDULE 3

THE PROPERTIES

	<u>Company</u>	<u>Property</u>
1.	The Porcelain and Fine China Companies Limited	The freehold property being land buildings on the north side of Street, Stoke-on-Trent, Stafford registered at HM Land Registry title number SF342052 and shown with red on the plan of that title filed at HM Land Registry
2.	The Porcelain and Fine China Companies Limited	The freehold property being land buildings on the north east and west of Mill Street and on the east of Portland Walk, Worcester registered at HM Land Registry title number HW145383 and shown with red on the plan of that title filed at HM Land Registry

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SCHEDULE 4THE TRADEMARKSTRADE MARK REGISTRATIONS IN THE UK

PROPRIETOR	TRADE MARK	REGISTRATION OR PENDING APPLICATION(*) NUMBER
THE PORCELAIN AND FINE CHINA COMPANIES LIMITED ("PFCC")	ROYAL WORCESTER**	1497055
PFCC	SILLAX**	475981
PFCC	BRIDAL REGISTER	1283132
PFCC	CROWN device	2686
PFCC	Crescent device	69956
PFCC	Crown device	1429324
PFCC	Flag device	69957
PFCC	REGALOX	724839
PFCC	ROYAL CHINA WORKS	87257
PFCC	ROYAL CHINA WORKS device	87258
PFCC	ROYAL WORCESTER	53977
PFCC	ROYAL WORCESTER - TRUE PORCELAIN device	916808
PFCC	ROYAL WORCESTER CROWN WARE	863202
PFCC	ROYAL WORCESTER FLAMEPROOF PORCELAIN device	970186
PFCC	ROYAL WORCESTER ORNAMENTAL STUDIO	1238177
PFCC	THE ROYAL PORCELAIN WORKS	31308

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SCHEDULE 4 (continued)

PROPRIETOR

TRADE MARK

PFCC	THE ROYAL PORCELAIN WORKS, WORCESTER	3
PFCC	THE WORCESTER ROYAL PORCELAIN WORKS	3
PFCC	UPSTAIRS/DOWNSTAIRS	7
PFCC	W device	6
PFCC	WOOSTER BEAR	1
PFCC	COPELAND	5
PFCC	SPODE	1
PFCC	SPODE	1
PFCC	SPODE	13
PFCC	SPODE	46
PFCC	EVESHAM	15
PFCC	EVESHAM	15
PFCC	WORCESTER ORNAMENTAL STUDIO	20
PFCC	THE BLUE ROOM COLLECTION	20

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SCHEDULE 4 (continued)TRADE MARK REGISTRATIONS IN THE USA

PROPRIETOR	TRADE MARK	REGISTRATION OR PENDING APPLICATION(*) NUMBER
THE PORCELAIN AND FINE CHINA COMPANIES LIMITED ("PFCC")	ROYAL WORCESTER***	17953
PFCC	Crown device	99927
PFCC	Crown device & ROYAL WORCESTER FINE BONE CHINA	988210
PFCC	EVEHAM	1786496
PFCC	ROYAL WORCESTER	1821373
PFCC	WORCESTER	957773
PFCC	SPODE***	214849
PFCC	SPODE	1883499
PFCC	WOOSTER BEAR	74/469735*
PFCC	WORCESTER ORNAMENTAL STUDIO	75/021109*
PFCC	SPODE CHRISTMAS TREE	74/335115*
PFCC	THE BLUE ROOM COLLECTION	75/010024*

*** Trade mark which belongs to PFCC but which is still registered in its former name of Royal Worcester Spode Limited (no change in legal entity).

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SCHEDULE 4 (continued)

TRADE MARK REGISTRATIONS IN GERMANY

PROPRIETOR	TRADE MARK
THE PORCELAIN AND FINE CHINA COMPANIES LIMITED ("PFCC")	Crown & Circle***
PFCC	General mark***
PFCC	COPELAND
PFCC	SPODE

*** Trade mark which belongs to PFCC but which is still registered former name of Royal Worcester Spode Limited (no change in legal name)

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SCHEDULE 4 (continued)

TRADE MARK REGISTRATIONS IN JAPAN

PROPRIETOR	TRADE MARK	REGISTRATION OR PENDING APPLICATION (*) NUMBER
THE PORCELAIN AND FINE CHINA COMPANIES LIMITED ("PFCC")	General (label)***	2103348
PFCC	General (label)***	2129229
PFCC	Crown General mark***	2123772
PFCC	ROYAL WORCESTER***	299952
PFCC	SPODE	1950493
PFCC	SPODE (in Katakana characters)	1950494
PFCC	SPODE	1635060
PFCC	THE BLUE ROOM COLLECTION	109783/199*

*** Trade mark which belongs to PFCC but which is still registered in its former name of Royal Worcester Spode Limited (no change in legal entity).

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SCHEDULE 4 (continued)

TRADE MARK REGISTRATIONS IN ITALY

PROPRIETOR

TRADE MARK

THE PORCELAIN AND
FINE CHINA COMPANIES
LIMITED ("PFCC")

ROYAL WORCESTER***
CROWN WARE

PFCC

COPELAND

PFCC

SPODE

*** Trade mark which belongs to PFCC but which is still registered
former name of Royal Worcester Spode Limited (no change in legal ent

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SCHEDULE 5THE PROVISIONS OF THE GUARANTEE

1. The money and liabilities hereby guaranteed include:
- (i) in the case of the administration or liquidation of any Company all sums which would at any time have been owing to any Beneficiary by such Company if such administration or liquidation had commenced at the time when such Beneficiary receives actual notice thereof and notwithstanding such administration or liquidation; and
 - (ii) in the event of the discontinuance by any means of this Guarantee in respect of any Company all cheques drafts or other orders or receipts for money signed bills accepted promissory notes made and negotiable instruments or securities drawn by or for the account of such Company on any Beneficiary or its agents and purporting to be dated on or before the date upon which such discontinuance becomes known to such Beneficiary although presented to or paid by such Beneficiary or its agents after the date upon which such discontinuance becomes known or becomes effective and all liabilities of such Company to any Beneficiary at such date whether certain or contingent and whether payable forthwith or at some future time or times and also all credits then established by any Beneficiary for such Company.
2. The liability of any Guarantor hereunder may be determined in relation to all the Beneficiaries by not less than seven banking business days' notice of discontinuance given by any such Guarantor to the Trustee in writing at the address mentioned at the beginning of this deed (or such other address as may be notified by the Trustee to the relevant Guarantor from time to time in writing) but the giving of such notice of discontinuance shall not affect:
- (i) the liability of the Guarantor who has given such notice for the amount recoverable at the date of the expiration of such notice or for any amount recoverable in respect of any transaction entered upon or obligation or commitment assumed prior to the expiration of such notice together with interest thereon commission banking charges legal and other costs (on a full and unqualified indemnity basis) charges and expenses; and

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(ii) the continuing liability of any one or more of the Guarantors who has or have not given any such notice of discontinuance.

3. In addition to its liabilities under clause 2 of this deed of the Guarantors agree further to pay to the Trustee:

(i) interest on the amount or any part thereof for the time being unpaid and due or owing to any Beneficiary under this Guarantee either from the date of demand on it or from the date that this Guarantee is discontinued whichever first occurs until payment and interest to be at the Current Rate (both before and after judgment) or at the rate payable by the Company or which but for any such matter or event as is mentioned in paragraph 4 of this Schedule would have been payable by the Company (whichever is the higher) compounded with rests on such days in each year as the Trustee shall from time to time fix; and

(ii) legal and other costs charges and expenses (on a full and unqualified indemnity basis) incurred by the Trustee or any other Beneficiary whether before or after the date of demand on the Guarantor for payment or receipt by the Trustee of notice of discontinuance as aforesaid in enforcing or endeavouring to enforce the payment of any money due under this Guarantee or otherwise in relation to this Guarantee or in resisting or endeavouring to resist any claims made against the Trustee or any Beneficiary by any Company in connection with any liabilities or alleged liabilities to the Trustee or any Beneficiary of any Company or any money or benefits received by or any preference given to the Trustee or any Beneficiary by any Company together with interest at the rate aforesaid on each such sum from the date that the same was incurred or fell due to the date of payment.

4. Should any money or other liabilities interest or other sum be recoverable from any one or more or all of the Guarantors under the terms of the guarantee contained in clause 2 of this deed for any reason whatsoever (including without prejudice to the generality of the foregoing any legal disability or incapacity of any Company any invalidity or illegality in the borrowing of such money or incurring of such liabilities on the part of any Company any want of authority in any person purporting to act on behalf of any Company any provision of

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bankruptcy or insolvency law the passage of time under any relevant Limitation Act any moratorium or any statute decree or requirement of any governmental or other authority in any territory where any Company is incorporated resides or carries on business or any inability of any Company to acquire or effect payment in the currency in which such money or liabilities or other sums are denominated or effect payment in the place where such money or liabilities or other sums are or are expressed to be payable) then whether any such reason or circumstances shall have been made known to the Trustee or any Beneficiary or not before the liabilities were incurred such money and liabilities and other sums including the further sums referred to in paragraph 3 of this Schedule shall nevertheless be recoverable from the Guarantors as though they were principal debtors in respect of an equivalent aggregate amount and shall be paid by the Guarantors forthwith on demand.

5. If all or any part of the said money and liabilities and other sums shall be in a currency other than sterling (such other currency being hereinafter called "the foreign currency") and the Trustee or any Beneficiary shall not have exercised a discretion to convert such currency into sterling pursuant to any provision in any contract between such party and any Company then (without prejudice to the exercise of such discretion):

- (i) the liability of the Guarantors hereunder shall be to pay to such Beneficiary the full amount thereof in the foreign currency; and
- (ii) if and to the extent that the Guarantors fail to pay on demand the amount due as aforesaid the Trustee or such Beneficiary shall be entitled in its absolute discretion and with or without notice to the Guarantors or any of them and without prejudice to any other remedy to purchase with another currency either forthwith or at any time thereafter the amount of foreign currency which is unpaid and the Guarantors agree to indemnify the Trustee or such Beneficiary against the price in whatever currency paid by such party therefor and to pay interest to such party on the amount of such currency at the rate of three per cent (3%) above the cost (as certified by such Beneficiary) of funding such amount of currency until payment by the Guarantors to the intent that if and insofar as such purchase is made by the Trustee or such Beneficiary the liability of the Guarantors to indemnify such party under this sub-paragraph shall thenceforth to that

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extent be in substitution for all liability under sub-paragraph (i) hereof only in respect of the sale amount of the foreign currency due and if such purchase is made by the Trustee or such Beneficiary as aforesaid such party shall inform the Guarantors of the amount of the foreign currency so purchased the date or dates of such purchase the currency(ies) used in purchase and the sterling price(s) paid; and

- (iii) without prejudice to the foregoing the Guarantors undertake to indemnify the Trustee or such Beneficiary against any loss through currency exchanges including any loss occasioned by payment of any currency premium or through any rule of law requiring judgments or proofs of debt claims or payment of dividends in bankruptcy administration or liquidation to be in any particular currency which may be suffered by the Trustee or such Beneficiary before such party has been paid all amounts due or owing under this Guarantee of the foreign currency and the Guarantors also agree to pay interest in accordance with paragraph 3(i) of the Schedule in respect of any such loss.

6. This Guarantee shall be a continuing security notwithstanding that the liabilities of any Company to the Trustee or any Beneficiary may from time to time be reduced to nil and notwithstanding any change in the name style constitution or otherwise of any Company and it is hereby expressly agreed that in the event of this Guarantee being or becoming determined in relation to any one or more of the Guarantors by any act of parties or by operation of law or for any other reason whatsoever then (without prejudice to the liability hereunder of such one or more of the Guarantors in relation to which this Guarantee is determined) this Guarantee shall not be determined as regards the others or other of the Guarantors and shall remain binding on such others or other of the Guarantors as if they or it alone had entered into this Guarantee.
7. A certificate by an officer of the Trustee or a Beneficiary as to the money and liabilities for the time being due or incurred to such party from or by any Company shall (in the absence of manifest error) be binding and conclusive on each of the Guarantors in any legal proceedings.
8. The Trustee and each Beneficiary may without any consent from

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the Guarantors or any of them and without affecting their liability hereunder renew vary or determine any advances accommodation or facilities given or to be given to any Company or any other person and agree with any Company or any such person as to the application thereof hold renew modify or release or abstain from taking perfecting or enforcing any security or guarantee or right now or hereafter held from or against any Company or any other person in respect of any liability hereby secured and grant time or indulgence to or compound with any Company or any other person and this Guarantee shall not be discharged nor shall the liability of the Guarantors under it be affected by anything which would not have discharged or affected their liability if they had been principal debtors to each Beneficiary instead of Guarantors.

9. The Trustee and each Beneficiary may at all times whether before or after any demand hereunder for payment or before or after this Guarantee ceases for any cause whatsoever to be binding as a continuing security on any Guarantor open and continue any new account or continue any existing account with any Company and no money paid from time to time into any such new or existing account by or on behalf of such Company shall be appropriated towards or have the effect of reducing or affecting any indebtedness or liability under this Guarantee.
10. The Trustee may at all times place and keep to the credit of a separate or suspense account any moneys received under or by virtue of this Guarantee for so long and in such manner as such Beneficiary may determine without any obligation to apply the same or any part thereof in or towards the discharge of any money or liabilities or other sums due owing or incurred by any Company to the Trustee or any Beneficiary. Notwithstanding any such payment in the event of any proceedings in or analogous to bankruptcy administration liquidation composition or arrangement the Trustee or such Beneficiary may prove for and agree to accept any dividend or composition in respect of the whole or any part of such money and liabilities in the same manner as if this Guarantee had not been given. Where practicable such separate or suspense account shall be an account bearing interest at normal commercial rates.
11. (i) The Trustee shall be at liberty to retain this or any other security held for the liability of any one or more or all of the Guarantors hereunder for a period of one month plus any statutory period during which any such assurance security or payment may be avoided or

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invalidated after (as the case may be) the creation such assurance or security or after the payment of sums that are or may become due to every Beneficiary from any Company notwithstanding any release settlement discharge or arrangement given or made by the Trustee or any Beneficiary provided that if at any time with such period a petition shall be presented to a competent Court for an order for the winding-up or administration of any Company or any Company shall commence to be wound-up voluntarily the Trustee shall be at liberty to continue to retain such security or any part thereof for and during such further period it may determine in which event such security shall be deemed to have continued to have been held as security for the payment to the Trustee or each Beneficiary of all or any sums which shall or may become due and owing to such Beneficiary from and by each of such Guarantors by virtue of the provisions of this Guarantee and any sums which the Trustee or such Beneficiary is ordered to repay pursuant to any enactment relating to insolvency including (without limitation) sections 238 239 241 242 243 245 339 340 and 342 of the Insolvency Act 1986.

- (ii) No assurance security or payment which may be avoided under any enactment relating to insolvency (including without limitation sections 234 238 239 241 242 243 339 340 and 342 of the Insolvency Act 1986) and no release settlement discharge or arrangement including but not limited to a release settlement discharge or arrangement of or in relation to this Guarantee which may have been given or made on the faith of any such assurance security or payment shall prejudice or affect the right of the Trustee or any Beneficiary to recover from the Guarantors or any one or more of them to the full extent of this Guarantee as if such assurance security payment release settlement discharge or arrangement (as the case may be) had never been given or made; and any such release settlement discharge or arrangement shall as between the Trustee or any Beneficiary on the one hand and the Guarantor and each of them on the other be deemed to have been given or made upon the express condition that it shall become and be wholly void and of no effect if the assurance security or payment on the faith of which was made or given shall at any time thereafter be avoided under any of statutory provisions relating to insolvency or otherwise to the intent and so that the Trustee and each Beneficiary shall become and be entitled at any time after any such avoidance to

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exercise all or any of the rights in this Guarantee expressly conferred upon each of them respectively and/or all or any other rights which by virtue and as a consequence of this Guarantee each of them would have been entitled to exercise but for such release settlement discharge or arrangement.

12. Until all money and liabilities due or incurred by every Company to each Beneficiary shall have been paid or discharged in full notwithstanding payment in whole or in part of the amount recoverable from any one or more or all of the Guarantors hereunder or any purported release or cancellation hereof none of the Guarantors will by virtue of any such payment or by any other means on any other ground (save as hereinafter provided):

- (a) claim any set-off or counter-claim against any Company in respect of any liability on the part of any of the Guarantors to such Company;
- (b) make or enforce any claim or right against any Company or prove in competition with the Trustee or any Beneficiary whether in respect of any payment by any of the Guarantors hereunder or in respect of any money including proceeds of realisation of securities retained or applied by the Trustee or any Beneficiary hereunder or otherwise;
- (c) be entitled to claim or have the benefit of any set-off counter-claim or proof against or dividend composition or payment by any Company; or
- (d) be entitled to claim or have the benefit of any security or guarantee now or hereafter held by the Trustee or any Beneficiary for any money or liabilities due or incurred by any Company to the Trustee or any Beneficiary or to have any share therein;
- (e) claim or enforce any right of contribution against any co-surety.

PROVIDED that if any Guarantor shall have any right of proof in the administration or liquidation of any Company in respect of any matter unconnected with its rights as Guarantor it shall as long as any liability remains hereunder exercise such right of proof on behalf of the Trustee and hold any dividend received in respect thereof upon trust for the Trustee to the extent of such liability and it shall in like manner hold upon trust for

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the Trustee to the extent of such liability any money which may receive or recover from any co-surety by virtue of any right of contribution.

13. In the event of any of the Guarantors going into liquidation whether voluntary or compulsory or in the event of a Receiver being appointed of the whole or any part of any of the undertaking property or assets of any of the Guarantors or petition for the appointment of an administrator of any of the Guarantors the debts and liabilities of the Company to the Trustee or each Beneficiary and the liabilities of the Guarantors to the Trustee or each Beneficiary shall be deemed to have become presently due and payable without further delay immediately before the presentation of the petition or pass of the resolution for such winding up or administration or appointment of such Receiver.
14. This Guarantee is in addition to and is not to prejudice or prejudiced by any other guarantee or security for any Company which is or are now or may hereafter be held by the Trustee or any Beneficiary whether from any of the Guarantors or otherwise and on discharge by payment or otherwise this document shall remain the property of the Trustee. It shall not be necessary for the Trustee or any Beneficiary before claiming payment hereunder to resort to or seek to enforce any other guarantee or security whether of any Company or of any other person.
15. Each of the Guarantors agrees and consents to be bound by this Guarantee notwithstanding that any other or others of them or any other person or persons which were intended to execute or be bound hereby may not do so or be effectually bound hereby for any reason cause or circumstances whatsoever and this Guarantee shall be deemed to constitute a separate and independent guarantee by each of the Guarantors. None of the guarantees which is otherwise valid shall be avoided or invalidated by reason of one or more of the several guarantees intended to be hereby established being invalid or unenforceable.
16. Each of the Guarantors hereby acknowledges that it has not relied on any warranty or representation made by or on behalf of the Trustee or any Beneficiary to induce it to enter into this Guarantee and that it has made and will continue to make without reliance on the Trustee or any Beneficiary its own independent investigation of the financial condition and affairs of any Company and assessment of the creditworthiness of any Company and each of the Guarantors further acknowledge

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that the Trustee and the Beneficiaries have no duty or responsibility either now or in future to provide any Guarantor with any information relating to the financial condition and other affairs of any Company.

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SCHEDULE 6

DEED REFERRED TO IN CLAUSE 20

THIS DEED OF ADMISSION is made the _____ day of _____ 19____
BETWEEN:

- (1) THE SEVERAL COMPANIES whose names company numbers and registered offices are set out in part I of the schedule (the "Existing Companies");
- (2) THE COMPANY [COMPANIES] whose name(s) company number[s] and registered office[s] is [are] set out in part II of the schedule hereto (the "Further Company [Companies]"); and
- (3) [] whose address for this purpose is at [] acting as agent and as trustee for the Beneficiaries (the "Trustee" which expressly shall include its successors and permitted assigns and transferees).

SUPPLEMENTAL to a composite guarantee and debenture dated 19____ and made between the companies named in part III of the schedule hereto (1) and the Trustee (2) [as modified by []] (the said composite guarantee and debenture [as modified] is hereinafter referred to as the "Principal Deed").

NOW THIS DEED WITNESSES as follows:

- 1. (a) In so far as the context admits expressions defined in the Principal Deed shall bear the same respective meanings herein and clause 1.2 thereof shall apply the construction hereof mutatis mutandis.
- (b) In these presents so far as the context admits the "Charged Premises" means all of the undertaking as to the revenues rights and benefits of each Further Company First to Ninthly (inclusive) described in clause 2(b) below and all other property whatsoever wheresoever which for the time being or from time to time is subject to a mortgage, charge or other security interest of any kind constituted by these presents and references to the Charged Premises include references to each and any part of it.
- 2. The parties hereto hereby agree that the Further Company [Companies] shall be included as one of the [within the

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expression] "Companies" for all the purposes of the Principal Deed so that (without prejudice to the generality of the foregoing):

- (a) Each Further Company hereby:
- (i) covenants with the Trustee in accordance with any relevant agreement between any Beneficiary and the Further Company or, in the absence of such agreement, on demand, to pay and discharge to the Trustee or (in the case of contingent liabilities) to provide full cash cover to the Trustee for all moneys and liabilities whether present or future actual or contingent (including further advances made hereafter by any Beneficiary) which now are or at any time hereafter may be due owing or incurred to any Beneficiary by it anywhere on any current or other account or otherwise in any manner whatsoever; and
- (ii) covenants with and guarantees to the Trustee on demand to pay or discharge to the Trustee or (in the case of contingent liabilities) to provide full cash cover to the Trustee for all moneys and liabilities whether present or future actual or contingent which now are or at any time hereafter may be due owing or incurred to any Beneficiary by any Existing Company or other Further Company anywhere on any current or other account or otherwise in any manner whatsoever (except any moneys or liabilities due owing or incurred by such Existing Company or other Further Company as Guarantor for the Further Company concerned).

in either case whether alone or jointly with any other person firm or corporation and in whatever style name or form and whether as principal or surety including all liabilities in connection with acceptances discounting or otherwise or under guarantees indemnities documentary or other credits or any instruments whatsoever from time to time assumed or given by any Beneficiary for or at the request of such Further Company together with interest to date of repayment at such rate or rates as may from time to time be agreed or in the absence of such agreement at the Current Rate (notwithstanding in the case of any Guarantor the liquidation or other incapacity of any Company), all fees, commission and other banking charges and any legal administrative and other costs charges and expenses charged or incurred by the Trustee (and irrespective of whether the same may also be recoverable by the Trustee from any of the Existing Companies, any other Further Company, any of the Beneficiaries or any other person whatsoever) in connection with the Further Companies or these presents or any liabilities hereby agreed to be paid or intended to be secured or the

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24.

Charged Premises or any security thereover or release or proposed release of such security or any other guarantee or security for any moneys or liabilities hereby agreed to be paid or intended to be secured (including without limitation in connection with the preparation, amendment and enforcement or attempted enforcement of any liabilities hereby agreed to be paid or intended to be secured or any mortgage, charge or other security interest created or granted by any of the Further Companies under or by these presents, or in enforcing or attempting to enforce any claim, right or entitlement or defending any claim or in or about the carrying out of its duties as Trustee under these presents or in connection with any request for or any giving of any consent or waiver in relation to these presents) in each case on a full and unqualified indemnity basis and a reasonable fee for any work undertaken by the Trustee in relation to any enforcement or reasonable attempted enforcement together in every case with interest to date of payment (after as well as before any demand or judgment) and clauses 2 and 3 of the Principal Deed shall apply to such interest mutatis mutandis PROVIDED THAT any payment made by a Further Company to the Trustee under clause 2(a) hereof representing indebtedness or other liabilities owing or incurred to any Beneficiary shall operate in satisfaction pro tanto of such indebtedness or other liabilities, and any payment made by a Further Company to a Beneficiary of an amount owing to that Beneficiary and included in or represented by a demand made by the Trustee under clause 2(a) shall operate in satisfaction pro tanto of that demand.

- (b) Each Further Company as beneficial owner (or, in the case where another [Further/Existing] Company is the beneficial owner thereof, at the direction of that [Further/Existing] Company as beneficial owner) hereby charges to the Trustee with the payment of all money and liabilities and other sums hereby agreed to be paid or intended to be hereby secured (including without limitation any costs, expenses and charges arising out of or in connection with the acts or matters referred to in clause 7 or 8 of the Principal Deed as applied hereto mutatis mutandis by clause 3 hereof) and so that the charges hereby created shall be a continuing security:

FIRST:

All rights, estates or other interest in the freehold and leasehold property (if any) of such Further Company both present and future including (without prejudice to the generality of the foregoing) the properties (if any) referred to in Part IV of the schedule

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hereto opposite the name of such Further Company and all buildings and fixtures (including trade fixtures) fixed plant and machinery from time to time on any such property and all liens mortgages charges options agreements and rights titles and interests (whether legal or equitable) in or over land or the proceeds of sale thereof of whatever description both present and future and all the right title and interest of such Further Company in any such fixed plant and machinery from time to time hired or leased or rented by such Further Company from third parties or acquired by such Further Company from third parties on a hire instalment or conditional purchase basis.

SECONDLY:

All book debts both present and future due or owing to such Further Company (and the proceeds thereof) and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) negotiable instruments legal and equitable charges reservation of proprietary rights rights of tracing and unpaid vendors' liens and similar and associated rights.

THIRDLY:

All other debts, claims and rights both present and future of such Further Company (and the proceeds thereof) including (without prejudice to the generality of the foregoing):

- (i) deposits and credit balances held by such Further Company with any Beneficiary (in any capacity) or any third party from time to time both present and future (including things in action which give rise or may give rise to a debt or debts) owing to such Further Company (and the proceeds thereof);
- (ii) any amounts owing to such Further Company by way of rent, licence fee or service charge

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by any tenant or licensee, in each case whether present or future) of any freehold or leasehold property from time to time forming part of the Charged Premises and any goods, rents and rent charges owing to such Further Company (and, in each case, the proceeds thereof);

(iii) all rights, title and interest of the Further Company (and the proceeds of such rights, title and interests) present or future, actual or contingent, arising under or in connection with any contract or other agreement to which the Further Company is a party;

(iv) all rights, title and interest of such Further Company in or under any insurance policy and any proceeds thereof;

(v) any amounts owing or which become owing to such Further Company by way of damages, compensation or otherwise, or any judgment or order of a competent authority howsoever arising; and

(vi) the benefit of all rights relating to the property described in paragraphs (i) to (v) above.

FOURTHLY:

(i) All stocks, shares, securities and other interests in any company which may from time to time be a Subsidiary of the Parent which are now or may at any time hereafter be owned by such Further Company or in which such Further Company is or otherwise be interested, including (without prejudice) the generalities of the foregoing;

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or of the Charged Property Secondly and Thirdly described) loan capital indebtedness or liabilities on any account or in any manner owing to such Further Company both present and future in (and from) any Further Company or Existing Company which may from time to time be a Subsidiary of the Parent;

(ii) the full benefit of all stocks shares and securities which or the certificates of which are now or may at any time hereafter be lodged with any Beneficiary or held by any Beneficiary or its agents and nominees or transferred to or registered in the name of any Beneficiary or its agent or nominees;

(iii) all rights in respect of or incident to the Charged Premises described at (i) and (ii) above (the Charged Premises (i) to (iii) hereby Fourthly charged being hereinafter called the "Securities"); and

(iv) all stocks shares securities rights moneys or property accruing or offered at any time by way of conversion splitting division redemption bonus preference option or otherwise to or in respect of any of the Securities including all dividends interest and other income payable in connection therewith (the Charged Premises (i) to (iv) hereby Fourthly charged being hereinafter called "Interests in Securities").

FIFTHLY:

All present and future copyrights, patents, trademarks, servicemarks, brand names, inventions, design rights,

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know-how and all other intellectual property rights whatsoever without limitation, whether registered or unregistered in all or any part of world in which such Further Company legally, beneficially or otherwise interested and the benefit of any pending applications for the same all proceeds of collection of any the foregoing and all other benefits deriving therefrom and thereunder including but not limited to royalties, fees, profit sharing agreements and income arising therefrom and all licences in respect of or relating any intellectual property rights, whether such licences are granted by such Further Company.

SIXTHLY: The goodwill (including, without limitation, the benefit of all contracts both present and future for the supply of goods or services to customers or clients of such Further Company) and the uncalled capital of such Further Company both present and future.

SEVENTHLY: All other rights or claims to which such Further Company now is or may hereafter become entitled in relation to the Charged Premises and not otherwise charged above including without limitation those against all any manufacturers, suppliers or installers of any fixtures, plant or machinery, tenants, licensees, guarantors or sureties, professional advisors or contractors and any other person, firm or company now or at a time under contract with or under a duty to such Further Company or any predecessor in title.

EIGHTHLY: The undertaking and all property and assets of such Further Company both present and future including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland

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and (if and in so far only as the charges thereon or on any part or parts thereof herein contained shall for any reason be ineffective as fixed charges) the Charged Premises First to Seventhly (inclusive) described above.

The security hereby created shall as regards the Charged Premises First, Secondly, Thirdly, and Fifthly to Seventhly (inclusive) described be fixed first charges (and as regards all those parts of the Charged Premises First described now vested in a Further Company shall constitute a charge by way of legal mortgage thereon), as regards the premises Fourthly described shall be an assignment to the Trustee absolutely subject to redemption upon payment of all monies and liabilities and other sums hereby secured and as regards all Charged Premises Eighthly described shall be a first floating charge PROVIDED THAT each mortgage, charge, assignment and any other security interest whatsoever now or hereafter created or granted in favour of the Trustee by any of the Further Companies, whether under these presents or under any other deed or instrument or otherwise howsoever and the floating charge granted in favour of Wheel under the Principal Deed, shall rank in such order of priority as will result in the maximum aggregate amount being recovered under such floating charge and all such mortgages, charges, assignments and other security interests for the benefit of the Beneficiaries as a whole.

- (c) Each of the Existing Companies hereby covenants with and guarantees to the Trustee on demand to pay or discharge to the Trustee all moneys and liabilities whether present or future actual or contingent which now are or at any time hereafter may be due owing or incurred to any Beneficiary by the Further Company anywhere whether on any current or other account or otherwise in any manner whatsoever (except any moneys or liabilities due owing or incurred by such Further Company as guarantor for the Existing Company concerned) whether alone or jointly with any other person firm or corporation and in whatever style name or form and whether as principal or surety including all liabilities in connection with acceptances discounting or otherwise or under guarantees indemnities documentary or other credits or any instruments whatsoever from time to time assumed or given by any Beneficiary for or at the request of such

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Further Company together with interest to date of repayment at such rate or rates as may from time to time be agreed or in the absence of such agreement the Current Rate (notwithstanding in the case of a Guarantor the liquidation or other incapacity of a Company), all commission and other banking charges any fees, legal administrative and other costs charged and expenses charged or incurred by the Trustee (and irrespective of whether the same may also be recoverable by the Trustee from any Further Company Existing Company, any of the Beneficiaries or any person whatsoever) in connection with the Further Companies or these presents or any liabilities hereby agreed to be paid or intended to be secured or the Charged Premises or any security thereover or release or proposed release of such security or any other guarantee or security for any moneys or liabilities hereby agreed to be paid or intended to be secured (including without limitation in connection with the preparation, amendment and enforcement or reasonable attempted enforcement of any liabilities hereby agreed to be paid or intended to be secured or any mortgage charge or other security interest created or granted by any of the Further Companies under or by these presents, or in enforcing or attempting to enforce claim, right or entitlement or defending any claim or about the carrying out of its duties as Trustee under these presents or in connection with any request for or any giving of any consent or waiver in relation to these presents) in each case on a full and unqualified indemnity basis and a reasonable fee for any work undertaken by the Trustee in relation to an enforcement or attempted enforcement together in every case with interest to date of payment (after as well before any demand or judgment as provided in clause 2 and 3 of the Principal Deed) PROVIDED THAT any payment made by a Further Company to the Trustee under clause 2(a) hereof representing indebtedness or other liabilities owing or incurred to any Beneficiary shall operate in satisfaction pro tanto of such indebtedness or other liabilities, and any payment made by a Further Company to a Beneficiary of an amount owing to that Beneficiary and included in or represented by a demand made by the Trustee under clause 2(a) shall operate in satisfaction pro tanto of that demand.

- (d) Each Further Company hereby covenants with Wheel in accordance with any relevant agreement between such Further Company and Wheel, or in the absence of such agreement, on demand, to pay or discharge as and when

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they fall due for payment or discharge all moneys and liabilities at any time due owing or incurred by such Further Company to Wheel.

- (e) Each Further Company as beneficial owner hereby charges to Wheel with the payment and discharge of the moneys and liabilities referred to in clause 2(d) above and so that the charge hereby created shall be a continuing security by way of floating charge over all its undertaking property assets and revenues both present and future.
 - (f) The floating charges created by clause 2(e) above shall rank in priority in point of security after the charges (both fixed and floating) created by clause 2(b) above notwithstanding any fluctuations in the amount for the time being secured by the charges hereby created or by the existence at any time of any credit or nil balance on any current or other account.
 - (g) Each Further Company covenants with Wheel that save as may be permitted by any relevant agreement in writing between the Trustee, Wheel and such Further Company and in addition to but without prejudice to any prohibitions or restrictions on the Further Company contained in any such agreement, it will not create or allow to subsist any specific or other mortgage, debenture or charge or lien (save for a lien arising by operation of law in the ordinary course of business) or any other security interest upon the property charged under clause 2(e) above ranking in priority to or pari passu with or subsequent to the floating charge created by clause 2(e) above except for the charges hereby created in favour of the Trustee.
3. All the covenants provisions and powers contained in or subsisting under the Principal Deed (except the covenants for payment and discharge of the moneys and liabilities thereby secured contained in clause 2.1 thereof) shall be applicable for securing all the moneys and liabilities hereby secured and for defining and enforcing the rights of the parties under the security hereby constituted and the guarantees hereby provided as if the [each] Further Company had been one of the original parties to the Principal Deed and the moneys and liabilities hereby secured had been secured thereby and as if the Charged Premises had been part of the Charged Property.

IN WITNESS whereof the parties have executed this instrument as a deed and have delivered it upon dating it.

(8982t)

THE SCHEDULE

PART I - The Existing Companies

<u>Name</u>	<u>Company Number</u>	<u>Registered Office</u>
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PART II - The Further Company [Companies]

<u>Name</u>	<u>Company Number</u>	<u>Registered Office</u>
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PART III - Companies Party to Composite Guarantee
and Debenture

<u>Name</u>	<u>Company Number</u>	<u>Registered Office</u>
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PART IV - Properties

<u>Name of Further Company</u>	<u>Property</u>
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[Attestation Clauses]

(8982t)

SCHEDULE 7PART IDEED REFERRED TO IN CLAUSE 21.1

THIS DEED OF RELEASE is made the day of 19
BETWEEN:

- (1) [] whose address for this purpose is at
[] acting as agent and trustee
for the Beneficiaries (the "Trustee" which expression shall
include its successors and permitted assigns and transferees);
- (2) THE COMPANY [COMPANIES] whose name(s) company number(s) and
registered office(s) [are] set out in part I of the schedule
hereto (the "Released Company [Companies]"); and
- (3) THE SEVERAL COMPANIES whose names company numbers and
registered offices are set out in part II of the schedule
hereto (the "Continuing Companies"); and

SUPPLEMENTAL to a composite guarantee and debenture dated
19 and made between the companies listed in
part III of the schedule hereto (1) and the Trustee (2) [as modified
by []] (the said composite guarantee and debenture [as
so modified] is hereinafter referred to as the "Principal Deed").

NOW THIS DEED WITNESSES as follows:

1. In so far as the context admits expressions defined in the
Principal Deed shall bear the same respective meanings herein
and Clause 1.2 thereof shall apply to the construction hereof
mutatis mutandis.
2. The parties hereto hereby agree that the Released Company
[Companies] shall henceforth cease to be included as one of the
"Companies" for all the purposes of these presents.
3. In pursuance of the said agreement the Trustee and MTSL each
HEREBY RELEASES AND DISCHARGES:

[(a) unto [Company or Companies entitled to the shares in
the Released Company] the Securities specified in part
IV of the schedule; and

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(b)] unto the [each] Released Company ALL AND SINGUL
Charged Property charged to the Trustee or MTSI
case may be) by it under the Principal Deed

TO HOLD the same freed from the Principal Deed and all
and liabilities claims and demands thereunder.

4. In further pursuance of the said agreement the Trustee
reassigns to the [each] Released Company any Charged Prop
assigned by it to the Trustee under the Principal Deed.
5. The Principal Deed shall remain in full force and effect
continuing security with regard to all the other property
assets of the Continuing Companies intended to have been
charged by the Principal Deed.
6. In further pursuance of the said agreement the Trustee B
RELEASES:
 - (a) the [each] Released Company from each and every
its covenants and obligations (whether actual or
contingent) given or owing and the rights granted
the Trustee under the Principal Deed PROVIDED THAT
[each] Released Company shall not be released from
covenant or obligation which exists or would have
existed independently of the Principal Deed nor shall
this deed operate as a release of any rights granted
the Trustee or the Beneficiaries otherwise than by
Principal Deed; and
 - (b) the Continuing Companies from each and every one
their covenants and obligations (whether actual or
contingent) given or owing to the Trustee under the
guarantees given by each of them under the Principal
Deed but only in so far as such guarantees are given
for the money and liabilities interest and other sums
due owing or incurred from or by the [each] Released
Company to the Trustee and/or any Beneficiary and
Trustee hereby further releases the Continuing
Companies from the other rights granted by them to
Trustee and each Beneficiary under the Principal Deed
but only in so far as such rights relate solely to
money and liabilities interest and other sums due
or incurred from or by the [each] Released Company

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- 7. The Trustee shall, at the request of and at the expense of the [each] Released Company, sign or execute any document which may reasonably be required to confirm or perfect the releases and reassignments herein contained.
- 8. Save as expressly otherwise provided by clauses 3, 4 and 6 hereof the covenants and obligations (whether actual or contingent) given or owing and the other rights granted to the Trustee by the Principal Deed shall continue in full force and effect.
- 9. The Continuing Companies have executed this deed to indicate their consent to the terms hereof and to confirm their agreement that notwithstanding the releases herein contained the security created by the Principal Deed and the guarantees therein contained and any other guarantee or security given by any of the Continuing Companies in favour of the Trustee and/or any other Beneficiary shall (save only as expressly herein provided) continue in full force and effect notwithstanding any fluctuation in the amounts from time to time secured or guaranteed thereby or the existence at any time of any credit balance on any current or other account.
- 10. This deed may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument. Any party to this deed may enter into this deed by executing any such counterpart.

IN WITNESS whereof the parties have executed this instrument as a deed and have delivered it upon dating it.

THE SCHEDULE

PART I - The Released Company [Companies]

<u>Name</u>	<u>Company Number</u>	<u>Registered Office</u>
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PART II - The Continuing Companies

<u>Name</u>	<u>Company Number</u>	<u>Registered Office</u>
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PART III - Companies Party to Composite Guarantee
and Debenture

PART IV - The Securities Released

[Attestation Clauses]

(8982t)

SCHEDULE 7PART IIDEED REFERRED TO IN CLAUSE 21.2

THIS DEED OF RELEASE is made the day of 19
BETWEEN:

- (1) [] whose address for this purpose is at
[] acting as agent and trustee
for the Beneficiaries (the "Trustee" which expression shall
include its successors and permitted assigns and transferees);
- (2) [] company number [] whose
registered office is at []
(the "Relevant Company"); and
- (3) THE SEVERAL COMPANIES whose names company numbers and
registered offices are set out in part I of the schedule hereto
(the "Companies"); and

SUPPLEMENTAL to a composite guarantee and debenture dated
19 and made between the companies listed in part I
of the schedule hereto (1) and the Trustee (2) [as modified by
[]] (the said composite guarantee and debenture [as so
modified] is hereinafter referred to as the "Principal Deed").

NOW THIS DEED WITNESSES as follows:

1. Insofar as the context admits expressions defined in the
Principal Deed shall bear the same respective meanings herein
and clause 1.2 thereof shall apply to the construction hereof
mutatis mutandis.
2. The Trustee HEREBY RELEASES AND DISCHARGES unto the Relevant
Company all its interest in the property described in Part III
of the schedule hereto (the "Released Property") which has been
charged to the Trustee by it under the Principal Deed TO HOLD
the same freed from the Principal Deed and all moneys and
liabilities claims and demands thereunder.

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- 3. The Trustee hereby reassigns to the Relevant Company all its interest in any Released Property which has been assigned to the Trustee by it under the Principal Deed.
- 4. The Trustee shall, at the request of and at the expense of the Relevant Company, sign or execute any document which may reasonably be required to confirm or perfect the releases or reassignments herein contained.
- 5. The Principal Deed shall remain in full force and effect with regard to the property and assets of the Relevant Company (other than the Released Property) intended to have been charged by the Principal Deed.
- 6. The Companies have executed this deed to indicate their consent to the terms hereof and to confirm their agreement that notwithstanding the releases herein contained the security created by any of them under the Principal Deed and the guarantees therein contained and any other guarantee or security given by any of them in favour of the Trustee and/or any other Beneficiary shall continue in full force and effect notwithstanding any fluctuation in the amounts from time to time guaranteed thereby or the existence at any time of any credit balance on any current or other account.
- 7. This deed may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument. Any party to this deed may enter into this deed by executing any such counterpart.

IN WITNESS whereof the parties have executed this instrument as a deed and have delivered it upon dating it.

THE SCHEDULE

PART I - The Companies

<u>Name</u>	<u>Company Number</u>	<u>Registered Office</u>
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(8982t)

PART II - Companies Party to Composite Guarantee and Debenture

PART III - The Released Property

[Attestation Clauses]

[end of schedule 6 to Composite Guarantee and Debenture]

(8982t)

SCHEDULE 8

DEED OF DESIGNATION

THIS DEED OF DESIGNATION is made the _____ day of _____
BETWEEN:

- (1) THE SEVERAL COMPANIES whose names and registered offices are set out in part I of the Schedule hereto;
- (2) [_____] whose address for this purpose is at [_____] acting for itself and agent of and trustee for the Beneficiaries (in this capacity called the "Trustee" which expression shall include its successors and permitted assigns and transferees),

and is SUPPLEMENTAL TO a composite guarantee and debenture dated _____ 19 _____ and made between the several companies named in part II of the Schedule hereto (1) and the Trustee (2) [as modified by [_____]] (the said composite guarantee and debenture [as so modified] is (hereinafter called "the Principal Deed")

WHEREAS it has been agreed that the person (the "New Bank") whose name and address is set out in part III of the Schedule hereto shall be designated as one of the "Beneficiaries" for the purposes of the Principal Deed.

NOW THIS DEED WITNESSETH AND IT IS HEREBY MUTUALLY AGREED AND DECLARED as follows:

- 1. Insofar as the context admits expressions defined in the Principal Deed shall bear the same respective meanings hereunder and Clause 1.2 thereof shall apply to the construction hereunder mutatis mutandis.
- 2. It is hereby agreed that the New Bank shall be a Beneficiary for the purposes of the Principal Deed and accordingly the Trustee shall hold on trust the security and Guarantees and other rights afforded by the Principal Deed for the benefit of the New Bank as one of the Beneficiaries.
- 3. This deed may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument. Any party to this deed may enter into this deed by executing any such counterpart.

(8982t)

4. This deed shall be governed by and construed in accordance with the laws of England.

IN WITNESS whereof this deed has been executed as a deed and delivered upon dating it.

(8982t)

THE SCHEDULE

Part I - The Companies

Part II - Companies Party to Composite Guarantee

Part III - The New Bank

[Attestation Clauses]

[End of Schedule 7 to Composite Guarantee and Debenture]

(8982t)

73.

SCHEDULE 9DEED OF CESSATION

THIS DEED OF CESSATION is made the _____ day of _____ 19____
BETWEEN:

- (1) THE SEVERAL COMPANIES whose names and registered offices are set out in part I of the Schedule hereto;
- (2) [_____] whose address for this purpose is at [_____] acting for itself and as agent of and trustee for the Beneficiaries (in this capacity called the "Trustee" which expression shall include its successors and permitted assigns and transferees);
- (3) THE BANK whose name and address is set out in part III of the schedule hereto (the "Released Bank"),

and is SUPPLEMENTAL TO a composite guarantee and debenture dated _____ 19____ and made between the several companies named in part II of the Schedule hereto (1) and the Trustee (2) [as modified by [_____]] (the said composite guarantee and debenture [as so modified] is (hereinafter called "the Principal Deed")

WHEREAS it has been agreed that the Released Bank shall no longer be designated as one of the "Beneficiaries" for the purposes of the Principal Deed.

NOW THIS DEED WITNESSETH AND IT IS HEREBY MUTUALLY AGREED AND DECLARED as follows:

1. Insofar as the context admits expressions defined in the Principal Deed shall bear the same respective meanings herein and Clause 1.2 thereof shall apply to the construction hereof mutatis mutandis.
2. It is hereby agreed that the Released Bank shall henceforth cease to be a Beneficiary for the purposes of the Principal Deed and accordingly the Trustee shall henceforth cease to hold on trust the security and Guarantees and all other rights afforded by the Principal Deed for the benefit of the Released Bank as one of the Beneficiaries but shall continue to hold such security and Guarantees and other rights for the benefit of the remaining Beneficiaries.
3. This deed may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument. Any party to this deed may enter into this deed by executing any such counterpart.

(8982t)

4. This deed shall be governed by and construed in accordance with the laws of England.

IN WITNESS whereof this deed has been executed as a deed and delivered upon dating it.

(8982t)

THE SCHEDULE

Part I - The Companies

Part II - Companies Party to the Composite Guarantee and Debenture

Part III - The Released Bank

[Attestation Clauses]

[End of Schedule 8 to Composite Guarantee and Debenture]

(8982t)

Signed as a deed and delivered by THE PORCELAIN AND FINE CHINA COMPANIES LIMITED acting by (director) and D. A. WARD (director/secretary

[Handwritten signature]
[Handwritten signature]

Signed as a deed and delivered by WHEEL INVESTMENTS LIMITED acting by (director) and D. A. WARD (director/secretary

[Handwritten signature]
[Handwritten signature]

director

secretary/director

Signed as a deed and delivered by [redacted] as attorney for and on behalf of LLOYDS BANK PLC (as Trustee) in the presence of:

[Handwritten signature]

Signature of witness: *[Handwritten name]*
Name: *[Handwritten name]*
Address: *[Handwritten address]*
Occupation: *[Handwritten occupation]*

(8982t)