



Short particulars of all the property mortgaged or charged

1. By way of first fixed charge;

(a) all machinery, equipment, furniture, furnishings, fittings and fixtures and other tangible personal property (other than inventory, goods and merchandise, wherever located, raw materials, work-in-progress, finished goods, returned goods and materials and supplies of any kind, nature or description used in connection with the Company's business or used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise and such other specified property, and all documents of title or other documents representing them ("Inventory"), including, without limitation, data processing hardware and software, motor vehicles, aircraft, dies, tools, jigs and office equipment, together with all present and future additions thereto, replacements or upgrades thereof, components and auxiliary parts and supplies used or to be used in connection therewith and all substitutes for any of the foregoing, and all manuals, drawings, instructions, warranties and rights with respect thereto wherever any of the foregoing is located and any other asset which would be treated as a fixed asset under GAAP, now or from time to time hereafter owned by the Company or in which it has an interest and the benefit of all contracts and warranties relating to the same;

(b) all Debts now or from time to time hereafter owned by the Company or in which it has an interest (whether originally owing to the Company or purchased or otherwise acquired by it);

(c) the proceeds of collection of all Debts and all moneys standing to the credit of the account with any bank, financial institution

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Hammonds*

Date

*24 February 2006*

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

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

or other person to which the proceeds of realisation of Debts are to be paid pursuant to clause 4.1(b) of the Debenture (the "Receivables Account");

(d) any and all amounts from time to time standing to the credit of all present and future accounts of the Company with any bank, financial institution or other person including, without limitation, each account other than the Receivables Account from time to time opened or maintained by any Company at such branch of any bank with which any Company maintains a Receivables Account or one or more Accounts, or any other bank or financial institution, in each case, as CWS may approve and all rights, benefits and proceeds in respect of such account (the "Accounts") but specifically excluding any monies of the Company from time to time held in the Hammonds Manchester Client Account as cash collateral relating to the Performance Guarantees (as defined in the share purchase agreement dated 22 February 2006 entered into between CWS and the Purchaser);

(e) all moneys from time to time payable to the Company under or pursuant to all present and future contracts or policies of insurance (including life assurance policies) taken out by the Company or in which the Company from time to time has an interest, including without limitation the right to the refund of any premiums;

(f) the proceeds of all other sums of money received by the Company, other than those specified in paragraphs (b), (c), (d) or (e) above;

(g) the goodwill and uncalled capital of the Company;

(h) all patents (including applications for and rights to apply for patents), trade marks and service marks (whether registered or not) and applications for the same, trade names, registered designs, design rights, semi-conductor topography rights, database rights, copyrights, computer programs, know-how and trade secrets and all other intellectual or intangible property or rights and all licences, agreements and ancillary and connected rights relating to intellectual and intangible property including any renewals, revivals or extensions thereof and wherever in the world subsisting, now or from time to time hereafter owned by the Company or in which the Company may have an interest;

(i) all the Company's rights and interests in (and claims under) all contracts, agreements, deeds, undertakings, guarantees, warranties, indemnities, other documents, concessions and franchises now or hereafter entered into by or granted to, or vested in, or novated or assigned to, the Company (including any contract for sale of or other dealing with any of the Charged Assets).

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2. By way of first floating charge, the Company's undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, including, without limitation, its Inventory other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to clause 3.1 (Fixed Charges) of the Debenture or otherwise pursuant to the Debenture.

3. By way of assignment, all the Company's rights, title and interest in the Debts represented by the amount of any retentions under any contract made by the Company for the supply or hire of goods or the provision of services to any person who incurs an obligation to make payment to the Company under such a contract.

4. Under the terms of the Debenture, the Company covenants that it will not create or attempt to create or permit to subsist in favour of any person other than CWS any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind securing or preferring any obligation of any person or any other arrangement having the effect of conferring rights of retention or set-off or other disposal rights over an asset (including, without limitation, title transfer and/or retention arrangements having a similar effect) and includes any agreement to create any of the foregoing ("Encumbrances"), on or affecting the Charged Assets or any part thereof except the debenture entered into on 22 February 2006 by the Company in favour of Bibby Financial Services Limited (as security trustee), and a lien arising by operation of law in the ordinary course of trading over property other than land.

5. The Company shall if and when at any time required by CWS do all such acts and things as CWS shall from time to time require over or in relation to all or any of the Charged Assets to secure all moneys, obligations and liabilities covenanted to be paid or discharged under or pursuant to clause 2 of the Debenture, or to perfect or protect CWS's security over the Charged Assets or any part thereof or to facilitate the realisation of the same.

#### 6. Definitions

(a) "Charged Assets" means all assets of the Company described in paragraphs 1 and 2 above.

(b) "Debts" means book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever and all things in action which may give rise to any debt, revenue or claim, together with the full

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benefit of any Encumbrance, notes, bills of exchange, certificates of deposit and other negotiable and non-negotiable instruments, guarantees and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing an Encumbrance and any other rights relating thereto (whether as creditor or beneficiary) including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights, but excluding any assets the subject of clauses 3.1(c) or 3.1(d) of the Debenture.

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

**FILE COPY**



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

COMPANY No. 03096287

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT COMPOSITE GUARANTEE AND DEBENTURE DATED THE 22nd FEBRUARY 2006 AND CREATED BY SYNCRO LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CO-OPERATIVE GROUP (CWS) LIMITED UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 25th FEBRUARY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th FEBRUARY 2006.

P. G.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —