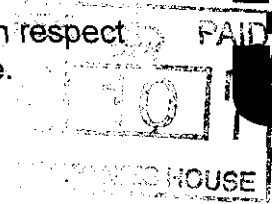


118044/40

Particulars of a mortgage or charge

395

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



Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

		9
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2235556

Name of company

* POWER CENTRE LIMITED (the "Company")

Date of creation of the charge

10 December 2002

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

DEBENTURE dated 10 December 2002 and made between the Charging Companies and the Security Agent (the "Debenture")

Amount secured by the mortgage or charge

Obligations and liabilities of the Company which may arise at present or in the future under, out of or in connection with (i) its obligations as an Obligor under the Senior Credit Agreement, or (ii) its obligations as a Guarantor under the Senior Funding Bonds Documents and, for so long as any amount remains outstanding as an Obligor under the Mezzanine Loan Agreement, as a Guarantor under the Mezzanine Funding Bonds Documents, in each case whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs expense or otherwise, together with all interest accruing thereon and including all liabilities in connection with any notes, bills or other instruments accepted by any Secured Party for or at the request of an Obligor and all losses incurred by any Secured Party in connection therewith except for any money or liability which, if it were so included, would cause the infringement of section 151 of the Companies Act 1985 (the "Indebtedness").

continued on addendum 2/4

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

THE ROYAL BANK OF SCOTLAND PLC, 8 rue Lavoisier, 75008 Paris, as trustee for itself and the other Secured Parties (the "Security Trustee")

Postcode

Presenter's name address and reference (if any):
Ashurst Morris Crisp
Broadwalk House
5 Appold Street
London EC2A 2HA

AMD/Banking/2895677
Time critical reference

For official Use
Mortgage Section

Post room



A04
COMPANIES HOUSE

0743
19/12/02

M

CHFP025

Please do not write in this margin

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

* insert full name of Company

hort particulars of all the property mortgaged or charged

1. CHARGING CLAUSE

1.1 Fixed Charges

The Company, as security for the payment of the Indebtedness, charged in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest:

(a) by way of first legal mortgage all freehold and leasehold property (including the property specified in schedule 1 hereto) together with all buildings and fixtures (including trade fixtures) on that property;

(b) by way of first fixed charge:

(i) all other interests (not charged under clause 3.1(a) of the Debenture) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;

continued on addendum 4/4

particulars as to commission allowance or discount (note 3)

N/A

Signed

Robert Morris Corp

Date

17-12-02

on behalf of [mortgagee/chargee][†]

Please do not write in this margin

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

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See note 5)

NOTES

† delete as appropriate

1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.

2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.

3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;

(a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or

(b) procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

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

5 Cheques and Postal Orders are to be made payable to **Companies House**.

6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

Company number

2235556

Name of company

* insert full name
of company

* POWER CENTRE LIMITED (the "Company")

Addendum 1/4

1. Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Company number

2235556

Name of company

* POWER CENTRE LIMITED (the "Company")

* insert full name of company

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

NOTE.

In this form:

"Assigned Agreements" means the Insurances;

"Bidco2" means FIMAF SA, a company incorporated in France with registered number 421 391 269;

"Book Debts" means all book and other debts arising in the ordinary course of trading;

"Cash Collateral Accounts" means the Cash Collateral Accounts as defined in the Senior Credit Agreement and the Senior Funding Bonds Documents and the Mezzanine Funding Bonds Documents respectively;

"Cash Equivalents" means marketable debt securities with a maturity of three months or less and with a short term debt rating of at least A1+ granted by Standard & Poors Corporation or P1 granted by Moody's Investor Services, Inc. to which a Group Company is beneficially entitled, and which can be promptly realised by that Group Company without condition;

"Charged Accounts" means all present and future accounts that the Charging Companies may hold with any bank, financial institution or other person including such other accounts as the relevant Charging Company and the Security Agent shall agree or (following the occurrence of an Event of Default) as the Security Agent shall specify;

"Charged Property" means the assets mortgaged, charged or assigned to the Security Agent by the Debenture;

"Charging Companies" means Wiremold Limited (CRN: 3421196), Legrand UK Limited (CRN: 1001690), Legrand Electric Limited (CRN: 115834), Power Centre Limited (CRN: 2235556) and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed (as defined in the Debenture);

"Completion Date" means the date on or prior to 20 December 2002 on which Completion (as defined in the Senior Credit Agreement) takes place;

"Debtco" means Lumina Financing 1 SARL, a company incorporated in Luxembourg with registered number B-88336;

"Declared Default" means an Event of Default which has resulted in:

- a) the Facility Agent (as defined in the Senior Credit Agreement) exercising any of its rights under clause 21.2 (Cancellation and Repayment) of the Senior Credit Agreement; or
- b) the Senior Funding Bondholders' Representative (as defined in the Debenture) exercising any of its rights under clause 16.2 (Cancellation and Repayment) of the terms and conditions applying to the Senior Funding Bonds; or
- c) the Mezzanine Funding Bondholders' Representative (as defined in the Debenture) exercising any of its rights under clause 16.2 (Cancellation and Repayment) of the terms and conditions applying to the Mezzanine Funding Bonds.

"Distribution Rights" means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise);

"Events of Default" means Events of Default as defined in the Senior Credit Agreement and the Funding Bonds respectively;

Company number

2235556

Name of company

* insert full name
of company

* POWER CENTRE LIMITED (the "Company")

"Finance Documents" means the Senior Finance Documents and the Mezzanine Finance Documents (both as defined in the Senior Credit Agreement);

"Floating Charge Asset" means an asset charged under clause 3.2 (Floating Charge) of the Debenture;

"Funding Bond Documents" has the meaning given to it in the terms and conditions applying to the Senior Funding Bonds

"Funding Bonds" means the Senior Funding Bonds and the Mezzanine Funding Bonds;

"Group" means FIMEP SA and its Subsidiaries (as defined in the Senior Credit Agreement) from time to time;

"Group Company" means a member of the Group;

"Guarantor" means the Group Companies listed in part 2 of schedule 3 to the Senior Credit Agreement and each other Group Company which becomes a guarantor under the Senior Credit Agreement in accordance with clause 18.3 (Additional Guarantors) thereof, including those entities listed in part 4 of schedule 2 to the Senior Credit Agreement as of the Completion Date;

"Insurances" means all policies of insurance and all proceeds of them either as at 10 December 2002 or in the future held by, or written in favour of, a Charging Company or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance;

"Intellectual Property Rights" means all patents and patent applications, trade and service marks and trade and service mark applications (and all good will associated with any such registrations and applications), all brand and trade names, all copyrights and rights in the nature of copyright, all design rights, all registered designs and applications for registered designs, all inventions, all trade secrets, all know-how and all other intellectual property rights throughout the world;

"Investment" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of a Charging Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares);

"Mezzanine Funding Bonds" means the bonds in the agreed form issued by Bidco2 which are guaranteed and secured by the relevant Funding Bond Guarantors (as defined in the Senior Credit Agreement) and subscribed for by Debtco on (or around) the Completion Date;

"Mezzanine Funding Bonds Documents" means the Mezzanine Funding Bonds, the Mezzanine Funding Bonds Guarantee (as defined in the Senior Credit Agreement), the BSA (as defined in the Senior Credit Agreement) and the Warrant Holders' Agreement (as defined in the Senior Credit Agreement) and related subscription agreement, security documents and ancillary documents (including fees letters (if any));

"Mezzanine Loan Agreement" means the mezzanine loan agreement dated 26 July 2002 between Debtco as borrower, the covenantors named in that agreement, Credit Suisse First Boston (Europe) Limited, Lehman Brothers International (Europe) and The Royal Bank of Scotland Plc, as mandated joint lead arrangers, the lenders named in that agreement and Credit Suisse First Boston as facility agent and The Royal Bank of Scotland Plc as security agent pursuant to which the lenders thereunder have agreed to make available to Debtco a term loan of € 600,000,000;

"Nominated Accounts" means such account as nominated by the Security Agent;

"Obligors" means Obligors as defined in the Senior Credit Agreement and the Funding Bonds respectively;

"Secured Parties" means the Senior Finance Parties and Debtco;

Company number

2235556

Name of company

* insert full name of company

* POWER CENTRE LIMITED (the "Company")

"Security Interest" means any mortgage, charge (fixed or floating), pledge, lien, hypothecation, right of set-off, security trust, assignment by way of security, reservation of title, any other security interest or any other agreement or arrangement (including a sale and repurchase agreement) having the commercial effect of conferring security;

"Senior Credit Agreement" means the credit agreement dated 26 July 2002 between (1) FIMAF SAS, (2) Lumina Financing 1 Sarl, (3) the Companies listed therein as initial borrowers, (4) the Companies listed therein as initial guarantors, (5) Credit Suisse First Boston (Europe) Limited, Lehman Brothers International Europe and the Royal Bank of Scotland plc as mandated lead arrangers, (6) the Financial Institutions listed therein as Lenders, (7) The Royal Bank of Scotland PLC as facility agent and (8) The Royal Bank of Scotland PLC as security agent as amended and restated on 5 December 2002;

"Senior Finance Parties" means the Finance Parties as defined in the Senior Credit Agreement;

"Senior Funding Bonds" means the bonds in the agreed form issued by Bidco2 which are guaranteed and secured by the Funding Bond Guarantors (as defined in the Senior Credit Agreement) and subscribed for by Debtco on (or around) the Completion Date;

"Senior Funding Bonds Documents" means the Senior Funding Bonds, the Senior Funding Bonds Guarantee (as defined in the Senior Credit Agreement), and related subscription agreement, security documents and ancillary documents including fees letters (if any));

"Subsidiary Shares" means all the shares owned by a Charging Company in its Subsidiaries (as defined in the Senior Credit Agreement) as set out in schedule 2 hereto.

Company number

2235556

Name of company

* insert full name
of company

* POWER CENTRE LIMITED (the "Company")

Addendum 3/4

3. Names, addresses and description of the mortgagees or persons entitled to the charge (continued)

Name of company

* insert full name
of company

* POWER CENTRE LIMITED (the "Company")

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

- (ii) all the Subsidiary Shares and Investments (but excluding Cash Equivalents) and all corresponding Distribution Rights from time to time accruing thereto;
- (iii) all plant, machinery and the benefit of all contracts, licences and warranties relating thereto;
- (iv) all Book Debts and all rights and claims against third parties and against any security in respect of Book Debts;
- (v) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of such debts and claims;
- (vi) all monies standing to the credit of the Charged Accounts (including the Cash Collateral Accounts and the Nominated Accounts);
- (vii) all its Intellectual Property Rights;
- (viii) the benefit of all consents and agreements held by it in connection with the use of any of its assets;
- (ix) its goodwill and uncalled capital;
- (x) if not effectively assigned by clause 3.3 (Security Assignment) of the Debenture, all its rights and interests in (and claims under) the Assigned Agreements.

1.2 Floating Charge

As further security for the payment of the Indebtedness, the Company charged with full title guarantee in favour of the Security Agent by way of first floating charge all its present and future assets not effectively charged by way of first fixed charge under clause 3.1 (Fixed Charges) of the Debenture or assigned under clause 3.3 (Security Assignment) of the Debenture.

1.3 Security Assignment

(a) As further security for the payment of the Indebtedness, the Company assigned absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the Company re-assign the Assigned Agreements to the Company (or as it shall direct).

(b) Until the occurrence of a Declared Default, but subject to clause 8.8 (Assigned Agreements) of the Debenture, the Company may continue to deal with the counterparties to the relevant Assigned Agreements.

1.4 Conversion of Floating Charge

if:

(a) an Event of Default has occurred; or

(b) the Security Agent, acting in good faith, is of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,

the Security Agent may, by notice to the Company and BidCo2, convert the floating charge created under the Debenture

Company number

2235556

Name of company

* POWER CENTRE LIMITED (the "Company")

* insert full name
of company

into a fixed charge as regards those assets which it specifies in the notice. The Company shall promptly execute a fixed charge or legal assignment over those assets in the form which the Security Agent requires and which is consistent with the terms of the Debenture.

1.5 Automatic Conversion of Floating Charge

If the Company creates (or takes any steps to create) any Security Interest (except as permitted by the Senior Credit Agreement and the Funding Bonds, respectively, or with the prior consent of the Security Agent) on or over any Floating Charge Asset without the prior consent in writing of the Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under the Debenture will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset.

2. FURTHER ASSURANCE

2.1 General

(a) The Company will, at its own expense, promptly following request by the Security Agent, execute such deeds and other agreements and otherwise take whatever action the Security Agent may reasonably require:

(i) to perfect and/or protect the security created (or intended to be created) by the Debenture;

(ii) to facilitate the realisation or enforcement of such security;

(iii) to facilitate the exercise of any of the Security Agent's rights, powers or discretions under the Debenture; and/or

(iv) to confer on the Security Agent security over any assets of the Company (in whatever jurisdiction situated) equivalent or similar to the security intended to be conferred by the Debenture (unless the granting of such security will have a material adverse effect on the ability of the Company to comply with its obligation under Finance Documents and Funding Bond Documents to which it is a party),

including the conversion of charges to assignments, equitable security to legal security, the execution of any transfer, conveyance, assignment or assurance whatsoever and the giving of all notices, orders, instructions and directions whatsoever.

(b) Any security document required to be executed by the Company under clause 5.1 of the Debenture will contain clauses corresponding to the provisions set out in the Debenture.

3. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The Company may not:

(a) create or agree to create or permit to subsist any Security Interest over all or any part of the Charged Property;

(b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so; or

(c) dispose of the equity of redemption in respect of all or any part of the Charged Property,

except as permitted by the Senior Credit Agreement and/or the Funding Bonds or with the prior consent of the Security Agent.

Company number

2235556

Name of company

* POWER CENTRE LIMITED (the "Company")

* insert full name of company

SCHEDULES

SCHEDULE 1

Details of Properties

Registered Land

Charging Company	County and District (or London Borough)	Address or description	Title No:
Legrand Electric Limited	Birmingham	Great King Street Birmingham	WM664758
Power Centre Limited	Coventry	Elwell Street Wednesbury	WM612254 SF56379 WM440921 WM526072 WM770051
Wiremold Limited	Sandwell	Arena Park Dial Lane West Bromwich	WM599225

Unregistered Land

Charging Company	Address or description
Legrand Electric Limited	728 Foster Avenue Dunstable LU5 5TA
Legrand Electric Limited	Units 17 and 19, Tanners Drive Milton Keynes

SCHEDULE 2

Subsidiary Shares

Charging Company	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
Legrand UK Limited	Legrand Electric Limited	16,219,658 Ordinary	
Legrand UK Limited	Power Centre Limited	2,400,000 Ordinary	

FILE COPY



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

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

COMPANY No. 02235556

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 10th DECEMBER 2002 AND CREATED BY POWER CENTRE LIMITED FOR SECURING ALL OBLIGATIONS AND LIABILITIES DUE OR TO BECOME DUE FROM THE COMPANY, AS AN OBLIGOR AND AS A GUARANTOR, TO THE ROYAL BANK OF SCOTLAND PLC, AS TRUSTEE FOR ITSELF AND THE OTHER SECURED PARTIES 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 19th DECEMBER 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th DECEMBER 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —