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legibly, preferably
in black type, or
bold block lettering

*insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

456595

456595

Name of company

* RAMBORO BOOKS PLC

Date of creation of the charge

27 August 1998 ✓

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

✓ Fixed and floating debenture ("the Debenture") dated 27 August 1998 and entered into between John Elliot Needleman ("the Lender") and Ramboro Books plc ("the Company").

Amount secured by the mortgage or charge

A.
E-TWO
CO-TS

The obligations of the Company to pay the Lender all moneys and to satisfy all liabilities now and from time to time from 27 August 1998 due, owing and incurred under the loan agreement dated 27 August 1998 between the Lender, Chrysalis Holdings Limited, Firecount Limited and the Company ("the Loan Agreement") (including repayment of the principal on the dates and as set out in the Loan Agreement) and all liabilities of the Company to any person which shall be paid or discharged by the Lender whether pursuant to any guarantee at any time and from time to time given by the Lender to such person or otherwise ("the Company's Obligations") TOGETHER WITH all reasonable expenses (on a full indemnity basis) incurred by the Lender or any receiver appointed under the Debenture at any time in connection with the property mortgaged or charged under the Debenture or the Company's Obligations or in enforcing or exercising any power under the Debenture with interest at the rate of 1 1/4% per annum above National Westminster Bank's base rate from time to time from the date they are incurred. (CATD)

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

John Elliot Needleman/of Kerry, 20 Christchurch Crescent, Radlett, Hertfordshire WD7 8AH

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

Wedlake Bell
16 Bedford Street
Covent Garden
London
WC2E 9HF WB4:84333

For official use
Mortgage Section

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

The Company with full title guarantee charges to the Lender:

- (a) by way of legal mortgage all the freehold and leasehold property vested in or charged to the Company including any registered land;
- (b) by way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Company except the property charged by (a) above;
- (c) by way of fixed charge all the plant, machinery, fixtures and fittings, furniture, equipment, implements and utensils now and in the future belonging to the Company;
- (d) by way of fixed charge all the goodwill and uncalled capital of the Company present and future;
- (e) by way of fixed charge all stocks, shares and other securities now and in the future belonging to the Company;
- (f) by way of fixed charge all intellectual property rights, choses in action and claims now and in the future belonging to the Company;
- (g) by way of fixed charge (or in accordance with Clause 2.2 of the Debenture by way of floating charge) all book debts and other debts now and in the future owing to the Company; and
- (h) by way of floating charge all the undertaking and all property assets and rights of the Company present and future and not subject to a fixed charge under the Debenture including without limiting trading stock,

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Particulars as to commission allowance or discount (note 3)

Signed

Wedlake Sell

Date

8.9.98

On behalf of [company] [mortgagee/chargee] †

† 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.

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Particulars of a mortgage or charge (continued)

Continuation sheet No _____
to Form No 395 and 410 (Scot)

CHA 116

Please complete
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Company Number

456595

Name of Company

RAMBORO BOOKS PLC

Limited*

* delete if
inappropriate

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

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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cash at bank and in hand and all book debts released from a fixed charge on collection.

NB: The Debenture contains restrictions in the following terms:

During the continuance of the Debenture the Company will not without the previous written consent of the Lender (such consent not to be unreasonably withheld or delayed):

1. create or permit to arise or subsist any mortgage, charge, lien or other security interest or encumbrance on all or any part of the property charged by the Debenture save for liens arising by operation of law in the ordinary course of trade and the Debenture dated 6 April 1993 between the Company and The Royal Bank of Scotland plc and the Debenture dated 6 April 1993 between the Company and John Elliot Needleman;
2. sell, transfer, lease, licence or otherwise dispose of the property charged by the Debenture (but not including (h) above);
3. deal with the Company's book debts and other debts otherwise than by collecting them in the ordinary course of the Company's business and in particular the Company will not realise its book debts and other debts by means of block discounting, factoring or the like;
4. sell, transfer, lease, lend, licence or otherwise dispose of the property charged by (h) above other than in the ordinary course of business;
5. grant or accept a surrender of any lease or licence of or part with or share possession or occupation of its freehold and leasehold property or any part of it;
6. make any loans, grant any credit (save in the ordinary course of its business) or give any guarantee or indemnity to or for the benefit of any person;
7. alter the nature and scope of its business as carried on at the date of the Debenture; or
8. make any alteration, addition or amendment to its Memorandum or Articles of Association.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00456595

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND FLOATING DEBENTURE DATED THE 27th AUGUST 1998 AND CREATED BY RAMBORO BOOKS PUBLIC LIMITED COMPANY FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO JOHN ELLIOT NEEDLEMAN UNDER THE LOAN AGREEMENT OF EVEN DATE AND ALL LIABILITIES OF THE COMPANY TO ANY PERSON WHICH SHALL BE PAID OR DISCHARGED BY JOHN ELLIOT NEEDLEMAN WHETHER PURSUANT TO ANY GUARANTEE AT ANY TIME AND FROM TIME TO TIME GIVEN BY JOHN ELLIOT NEEDLEMAN TO SUCH PERSON OR OTHERWISE TOGETHER WITH ALL REASONABLE EXPENSES (AS THEREIN DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 9th SEPTEMBER 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th SEPTEMBER 1998 .

W. Grandon
W. GRANDON

for the Registrar of Companies

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