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COMPANIES FORM No. 395

Particulars of a charge

395

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this margin

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

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

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1303793

Name of company

* MOY PROPERTY COMPANY LIMITED

* insert full name
of company

Date of creation of the charge

18th April 1996

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

Debenture

Amount secured by the charge

All the company's present and future actual and contingent indebtedness to the Society on any account whatever held by the company with the Society whether solely or jointly with any other person or persons (notwithstanding that there may from time to time be a credit or nil balance on any such account) and all the company's other liabilities whatever to the Society together with interest and any other costs charges and Legal expenses (on a full Indemnity basis) Charged or incurred by the Society and including those arising from the Society in perfecting protecting or enforcing or attempting to enforce or protect this Debenture or any other Security (and its rights thereunder) held by the Society from time to time.

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

Nationwide Building Society

Nationwide House Pipers Way

Swindon

Postcode

SN38 1NW

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

FRANKS CHARLESLY & CO.
HULTON HOUSE
161-166 FLEET STREET
LONDON EC4A 2DY

Time critical reference

For official Use
Mortgage Section



Short particulars of all the property charged

See Rider attached

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

Signed  Date 7 May 1976

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

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) 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.

**Particulars of a mortgage or charge
(continued)**Please do not
write in this
marginContinuation sheet No. _____
to Forms Nos 395 and 410 (Scot)

Company number

1303793

Please complete
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bold block lettering

Name of company

MOY PROPERTY COMPANY

Limited*

*Delete if
inappropriate

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

The Company Charged to the Society:-

- (a) By way of Legal Mortgage the Mortgaged Property together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time on the Mortgaged Property
- (b) By way of Fixed Charge all Estates or interests in any Freehold and Leasehold Property of the company (not being the Mortgaged Property Charged by Clause (a) above now and in the future vested in the company together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property
- (c) By way of Fixed Charge all the Goodwill of the company and its un-called capital now or at any time subsequently in existence and future calls (whether made by the Directors of the company or by a Receiver Appointed under this Debenture)
- (d) By way of Fixed Charge all book debts and other debts now and in the future due or owing to the company
- (e) By way of Fixed Charge all intellectual property choses in action of any nature and claims now and in the future belonging to the company
- (f) By way of First Fixed Charge the Share Security
- (g) By way of First Fixed Charge all plant and machinery now or in the future belonging to the company not Charged under (a) and (b) above (excluding however plant and machinery for the time being forming part of the company's stock-in-trade or work in progress)
- (h) By way of first Fixed Charge all chattels or now in the future hired leased or rented by the company to any other person within each case for the benefit of the related hiring, leasing or Rental Contract and any Gurantee, Indemnity or other security for the performance of the obligations of any persons under or in respect of such Contracts

- (i) By way of First Fixed Charge all present and future Banking Accounts of the company (however designated) with any Bank or Financial Institution in any jurisdiction and any and all monies from time to time standing to the credit of each of them and
- (j) By way of Floating Charge all the company's present and future Undertakings and assets whether and wherever including (without limitation) all other property and assets not subject to a Fixed Charge under this Debenture

The company will not during the subsistence of this Charge:-

- (a) Without the prior Consent in writing of the Society change or permit or suffer to be changed the present use of the Mortgaged Property. In the event that the company fails to keep the Mortgaged Property in good repair the Society may enter the Mortgaged Property for the purpose of carrying out any works repairs or re-building and shall not in doing so be treated as a Mortgagee in Possession.
- (b) Do permit or suffer to be done in or upon the Mortgaged Property any waste spoil or destruction and not make permit or suffer to be made any alteration or addition to the Mortgaged Property without the prior consent in writing of the Society in the event of the Society giving consent to commence and proceed with the works the company shall without delay carry out to the Society's satisfaction in accordance and within the provisions and conditions of the consent. The company shall not sever unfix or remove any of the fixtures or plant or machinery on the mortgaged property except for the purposes of effecting any necessary repairs or of replacing the same with new and improved models.
- (c) Create any Mortgage, Charge, Lien, Easement or other encumbrance upon the Mortgaged Property or any part of it and shall not Convey, Assign or Transfer the whole or declare a Trust in respect of or any part of the Mortgaged Property without the consent of the Society
- (d) Do permit or suffer to be done anything which may in any way depreciate, jeopardize or otherwise prejudice the value of this security and
- (e) Without the consent of the Society elect to waive exemption under paragraphs 2-4 of Schedule 6A to the Value Added Tax Act 1983 (amended as by the Finance Act 1989) in respect of any supply made in relation to the Mortgaged Property or any part of

Please complete
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it or any other Building,Parade,Precinct or Complex
or any other Contiguous Agricultural Land (including
the buildings on such land) in which the company has
a right or Licence to Occupy within the meaning of
paragraph 3 (2) of Schedule 6A to the Value added
Tax Act 1983 (as amended by the Finance Act 1989)
which could give rise to a deemed election in relation
to the Mortgaged Property.

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

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Page 4

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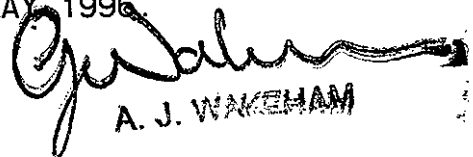
CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01303793

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 18th APRIL 1996 AND CREATED BY MOY PROPERTY COMPANY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NATIONWIDE BUILDING SOCIETY ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 8th MAY 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th MAY 1996



A. J. WAKEHAM

for the Registrar of Companies

Post
SM
16-5



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