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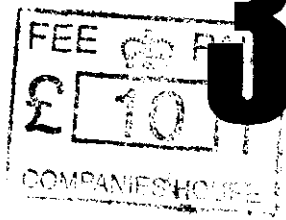
CHA 116

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

\* insert full name  
of company

COMPANIES FORM No. 395 255867/10  
**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

[3][1][1][1]

0142054

Name of company

\* ECSEC LIMITED

Date of creation of the charge

15/5/02

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

DEBENTURE BETWEEN (1) WILTON INVESTMENTS LIMITED AND (2) THE COMPANY

Amount secured by the mortgage or charge

1.1 ALL MONIES AND LIABILITIES WHICH NOW ARE OR, AT ANY TIME AFTER THE DATE OF THE DEBENTURE, MAY BECOME DUE, OR OWING TO WILTON INVESTMENTS LIMITED BY THE COMPANY.  
  
PLEASE SEE CONTINUATION SHEET

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

WILTON INVESTMENTS LIMITED (REG. NO. 03141363) WHOSE REGISTERED OFFICE IS AT MITRE HOUSE, NORTH PARK ROAD, HARROGATE, NORTH YORKSHIRE, HG1 5RX

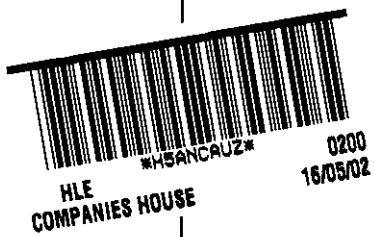
Presentor's name address and  
reference (if any):

WALKER MORRIS  
KINGS COURT  
12 KINGS STREET  
LEEDS  
LS1 2HL  
REF: SJH

Time critical reference

For official use  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

1.1 BY WAY OF THE LEGAL MORTGAGE ALL INTERESTS OR ESTATES IN ANY FREEHOLD OR LEASEHOLD PROPERTIES BELONGING TO THE CHARGOR AT THE DATE HEREOF AND/OR THE PROCEEDS OF SALE OF THOSE PROPERTIES TOGETHER WITH ALL BUILDINGS, FIXTURES (INCLUDING TRADE FIXTURES) AND FIXED PLANT AND MACHINERY AT ANY TIME ON THOSE PROPERTIES (WHETHER UNDER ANY AGREEMENT, OPTION, LICENCE, CHARGE, LIEN OR OTHERWISE) AND THE PROCEEDS OF SALE OF ALL OR ANY PART OF THOSE PROPERTIES AND THE BENEFIT OF ANY COVENANTS FOR TITLE GIVEN OR ENTERED INTO BY ANY PREDECESSOR IN TITLE OF THE CHARGOR AND ANY MONIES PAID OR PAYABLE IN RESPECT OF SUCH COVENANTS.

1.2 BY WAY OF SPECIFIC EQUITABLE CHARGE ALL ESTATES OR INTERESTS IN ANY FREEHOLD OR LEASEHOLD PROPERTIES (EXCEPT THE PROPERTIES REFERRED TO IN CLAUSE 1.1.1 ABOVE) AT ANY TIME AFTER THE DATE OF THIS DEBENTURE DURING THE SECURITY PERIOD BELONGING TO OR CHARGED TO THE CHARGOR AND/OR THE PROCEEDS OF SALE OF THOSE ESTATES OR INTERESTS TOGETHER WITH ALL BUILDINGS, FIXTURES (INCLUDING TRADE FIXTURES) AND FIXED PLANT AND MACHINERY AT ANY TIME ON THOSE ESTATES OR INTERESTS.

PLEASE SEE CONTINUATION SHEET

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Particulars as to commission allowance or discount (note 3)

Signed

Date 15 MAY 2002

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.

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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  
legibly, preferably  
in black type, or  
bold block lettering

Company Number

0142054

Name of Company

ECSEC LIMITED

Limited\*

\* delete if  
inappropriate

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

1.2 ALL COSTS, CHARGES, EXPENSES AND OTHER SUMS WHATSOEVER (INCLUDING WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING ANY LEGAL AND OTHER PROFESSIONAL COSTS, CHARGES AND EXPENSES INCLUDING VAT) ON A FULL AND UNQUALIFIED INDEMNITY BASIS HOWSOEVER INCURRED OR TO BE INCURRED BY THE CHARGEES OR BY OR THROUGH ANY RECEIVER, ATTORNEY, DELEGATE, SUB-DELEGATE, SUBSTITUTE OR AGENT OF THE CHARGEES OR THE CHARGOR (INCLUDING WITHOUT LIMITATION THE REMUNERATION OF ANY OF THEM) FOR ANY OF THE PURPOSES REFERRED TO IN THIS DEBENTURE OR OTHERWISE HOWSOEVER IN RELATION TO THE CHARGED ASSETS AND ALL OTHER COSTS, CHARGES AND EXPENSES (WHETHER IN RESPECT OF LITIGATION OR NOT) INCURRED OR TO BE INCURRED IN THE NEGOTIATION, PREPARATION, COMPLETION, PROTECTION, REALISATION, ENFORCEMENT OF, OR THE COLLECTION OF RECOVERY OR ANY MONIES FROM TIME TO TIME OWING UNDER SUCH SECURITY (OR ANY SECURITY COLLATERAL OR SUPPLEMENTAL THERETO) OR IN INSURING, INSPECTING, REPAIRING, MAINTAINING, COMPLETING, MANAGING, LETTING, REALISING OR EXERCISING ANY OTHER POWER, AUTHORITY OR DISCRETION IN RELATION TO THE CHARGED ASSETS.

1.3 INTEREST ON EACH OF THE FOREGOING CALCULATED DAY BY DAY FROM DEMAND UNTIL FULL DISCHARGE (AS WELL AFTER AS BEFORE JUDGMENT) AT 4 PER CENT ABOVE THE BASE RATE FROM TIME TO TIME IN FORCE OF BARCLAYS BANK PLC AND, IN RESPECT OF THE SUMS SPECIFIED IN CLAUSE 1.1, INTEREST SHALL ACCRUE AND BE PAYABLE AS FROM THE DATES ON WHICH THE SAME ARE INCURRED OR BECOME DUE WITHOUT THE NECESSITY FOR ANY DEMAND BEING MADE FOR PAYMENT THEREOF.

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

**Please complete  
legibly, preferably  
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bold block lettering**

1.3 BY WAY OF FIRST FIXED MORTGAGE BY ASSIGNMENT (SUBJECT ALWAYS TO REASSIGNMENT UPON REDEMPTION) ALL BOOK DEBTS AND OTHER DEBTS AND OTHER MONETARY CLAIMS WHETHER ACTUAL OR CONTINGENT NOW OR AT ANY TIME DURING THE SECURITY PERIOD DUE OR OWING TO THE CHARGOR AND THE BENEFIT OF ALL THINGS IN ACTION DUE OR OWING TO OR PURCHASED OR OTHERWISE ACQUIRED BY THE CHARGOR OR TO OR IN WHICH THE CHARGOR MAY NOW OR AT ANY TIME HEREAFTER BE OR BECOME ENTITLED OR INTERESTED TOGETHER WITH THE FULL BENEFIT OF ALL RIGHTS AND REMEDIES RELATING THERETO INCLUDING BUT NOT LIMITED TO ANY NEGOTIABLE OR NON-NEGOTIABLE INSTRUMENTS, GUARANTEES, BONDS, INDEMNITIES, DEBENTURES, LEGAL AND EQUITABLE CHARGES AND OTHER SECURITY, RESERVATION OR PROPRIETARY RIGHTS, RIGHTS OF TRACING LIENS AND ALL OTHER RIGHTS AND REMEDIES OF WHATSOEVER NATURE IN RESPECT OF THE SAME.

1.4 BY WAY OF FIRST FIXED CHARGE:

(A) ALL STOCKS, SHARES, SECURITIES OR OTHER INTERESTS (TOGETHER WITH ALL RIGHTS IN RESPECT OF THEM OR INCIDENTAL TO THEM) WHETHER MARKETABLE OR OTHERWISE NOW OR AT ANY TIME DURING THE SECURITY PERIOD BELONGING TO THE CHARGOR;

(B) THE FULL BENEFIT OF ALL PRESENT AND FUTURE INSURANCES HELD BY OR FOR THE BENEFIT OF THE CHARGOR AND ALL PROCEEDS THEREOF AND ALL BONUSES AND OTHER MONIES, BENEFITS AND ADVANTAGES THAT MAY BE OR BECOME PAYABLE OR ACCRUE THEREUNDER OR UNDER ANY SUBSTITUTED POLICY AND ALL THE RIGHT TITLE AND INTEREST WHATSOEVER OF THE CHARGOR THEREIN TOGETHER WITH ALL RIGHTS AND REMEDIES RELATING THERETO;

(C) ALL ITS PRESENT AND FUTURE INTELLECTUAL PROPERTY RIGHTS;

(D) THE BENEFIT OF ALL OR ANY LICENCES PRESENTLY HELD OR ACQUIRED AFTER THE DATE OF THIS DEBENTURE BY THE CHARGOR IN CONNECTION WITH ITS BUSINESS OR THE USE OF ANY OF THE CHARGED ASSETS AND THE RIGHT TO RECOVER AND RECEIVE ALL COMPENSATION WHICH MAY AT ANY TIME BECOME PAYABLE TO IT IN RESPECT THEREOF;

(E) ANY BENEFICIAL INTEREST CLAIM OR ENTITLEMENT OF THE CHARGOR IN any PENSION FUND;

(F) THE GOODWILL AND THE UNCALLED CAPITAL OF THE CHARGOR BOTH PRESENT AND FUTURE; AND

(G) ALL AMOUNTS REALISED UPON THE ENFORCEMENT OR EXECUTION OF ANY ORDER OF THE COURT IN FAVOUR OF THE CHARGOR UNDER SECTIONS 212, 213, 214, 238, 239, 244 AND 423 OF THE INSOLVENCY ACT 1986.

1.5 BY WAY OF FLOATING CHARGE THE UNDERTAKING AND ALL PROPERTY, ASSETS AND RIGHTS OF THE CHARGOR WHATSOEVER AND WHERESOEVER BOTH PRESENT AND FUTURE (INCLUDING WITHOUT LIMITATION THE PROPERTY, ASSETS AND RIGHTS OF THE CHARGOR REFERRED TO IN CLAUSES 1.1 TO 1.4 (INCLUSIVE)) IF AND IN SO FAR AS SUCH MORTGAGES AND/OR CHARGES OR ANY PART OR PARTS OF THE SAME SHALL BE FOR ANY REASON INEFFECTIVE AS SUCH.

1.6 THE CHARGOR SHALL NOT DURING THE PERIOD COMMENCING ON THE DATE OF THE DEBENTURE AND ENDING ON THE DATE ALL THE LIABILITIES SECURED BY THE DEBENTURE HAVE BEEN PAID AND DISCHARGED IN FULL, WITHOUT THE PRIOR WRITTEN CONSENT OF WILTON INVESTMENTS LIMITED:

(A) CREATE OR PERMIT TO EXIST ANY MORTGAGE, DEBENTURE, CHARGE, PLEDGE LIEN OR OTHER INTEREST ON OR AFFECTING THE ASSETS CHARGED BY THE DEBENTURE

(B) SELL, ASSIGN, FACTOR, MORTGAGE, CHARGE OR OTHERWISE DISPOSE OF ANY OF THE ASSETS CHARGED BY THE DEBENTURE SAVE IN ACCORDANCE WITH THE PROVISIONS OF THE DEBENTURE

(C) SELL, TRANSFER, OR OTHERWISE DISPOSE OF THE SHOLE OR ANY MATERIAL PART OF ITS UNDERTAKING, PROPERTY OR ASSETS OTHERWISE THAN IN ACCORDANCE WITH THE TERMS OF THE DEBENTURE.

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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. 01420514

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 15th MAY 2002 AND CREATED BY ECSEC LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO WILTON INVESTMENTS LIMITED WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 16th MAY 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st MAY 2002.

*20 May 2002*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —