

Particulars of a mortgage or charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

0005

15760522

Name of company

POURSTINS' PLC

* POURSHINS PLC

* insert full name
of company

Date of creation of the charge

10. 4. 1995

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

Deposit Agreement to Secure Own Liabilities (the "Agreement")
LIABILITIES (the 'AGREEMENT')

Amount secured by the mortgage or charge

All money and liabilities whether certain or contingent (including monies then advanced and liabilities incurred thereafter) which then were or at any time thereafter might be due owing or incurred by the Company to Lloyds Bank Plc (the "Bank") anywhere on any current or other account or in any manner whatever whether alone or jointly with any other person firm or corporation and in whatever style name or form and whether as principal or surety and in whatever currency denominated together with interest commission and other banking charges and all legal and other costs charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in relation to any of the aforesaid money and liabilities or any agreement or transaction in respect of which the same arise (including, without limitation, those incurred in relation to or in enforcing the Agreement).

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

OF THIS CASE. THE
FLOOR, BANK PLD
DEPT..... 9442.....
PO BOX 443
LEADING

Postcode

Lloyds Bank Ltd. **READING**
Regional Securities **Reading**
Dept. **9442**
R.O. BOX 660
reference (if any):
711 CLOSING SECRET

m F135 (No. 395)
 Durmat Publishing
 & 28 St Albans Place
 don N1 0NX
 1985

For official Use
Mortgage Section

Post room

12 APR 1995



PMO *P16TZAHF* 101
COMPANIES HOUSE 12/04/95

Time critical reference

Short particulars of all the property mortgaged or charged

All such rights to the repayment of the Deposit as the Company then had under the terms upon which the Deposit was made and the provisions contained in the Agreement (or otherwise howsoever).

The Deposit means the debt or debts which were then or thereafter owing to the Company (in whatever currency denominated) by the Bank or any party:

- A. (1) on the account or accounts described in the Schedule below; or
- (2) which is/are otherwise described in the said Schedule;
- B. All interest (if any) then owing and thereafter to become owing in respect of any such account(s) or deposit(s) as are referred to in A. above, including interest which is compounded and treated as principal;

Continued

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)

NIL

Signed

[Signature]

Date 10/4/95

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.

and such expression includes any amounts referred to in Sub-Clause 3(b) and Clause 6 of the Agreement.

The charge thereby created was expressed to be a first fixed charge.

The Agreement contained a provision that the Company would not without the Bank's prior written consent mortgage, charge, dispose of or otherwise deal with the Deposit or any part thereof (save for a mortgage or charge in favour of the Bank) or agree to do any such thing.

THE SCHEDULE

The account(s) with the Bank at its Hounslow Branch in the name of Lloyds Bank Plc re Pourshins Plc denominated in sterling designated Business Call Account and now numbered 0015688 and any account(s) (in whatever currency denominated) for the time being replacing any account(s) referred to in this paragraph of the Schedule.

The account with the Bank at its Hounslow Branch in the name of Lloyds Bank Plc. re. Pourshins Plc. denominated in sterling designated Premier Interest Account and now numbered 7926783 and any accounts (in whatever currency denominated) for the time being replacing any account(s) referred to and in this paragraph of the Schedule.

The account with the Bank at its Hounslow Branch in the name of Lloyds Bank Plc. re. Pourshins Plc. denominated in United States Dollars and now numbered 11107488 and any accounts(s) (in whatever currency denominated) for the time being replacing any account(s) referred to in this paragraph of the Schedule. ✓

The account with the Bank at its Hounslow branch in the name of Lloyds Bank Plc. re. Pourshins Plc. denominated in Dutch Guilders and now numbered 26005283 and any account(s) (in whatever currency denominated) for the time being replacing any account(s) referred to in this paragraph of the Schedule.

The account with the Bank at its Hounslow branch in the name of Lloyds Bank Plc. re. Pourshins Plc. denominated in French Francs and now numbered 27012488 and any account(s) (in whatever currency denominated) for the time being replacing any account(s) referred to in this paragraph of the Schedule.

FILE COPY



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

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

COMPANY No. 01576522

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEPOSIT AGREEMENT DATED THE 10th APRIL 1995 AND CREATED BY POURSHINS PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 12th APRIL 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th APRIL 1995.

N. S. Berkley

N. S. BERKLEY

for the Registrar of Companies



C-C
13-4
HL