

M

THE COMPANIES ACTS 1948 TO 1981

Particulars of a mortgage or charge

Pursuant to section 95 of the Companies Act 1948

47

M263/4 JUNE/84

Please do not  
write in this  
binding margin

For official use

Company number

1114

1804662

↓ Name of Company

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

/ ACREHARROW LIMITED

Date and description of the instrument creating or evidencing the mortgage or charge (note 2)

Single Debenture

dated Sixteenth

May 19 84

Amount due or owing on the mortgage or charge

All money and liabilities whether certain or contingent which then were or at any time thereafter might be due owing or incurred by the Company to the Bank or for which the Company might be or become liable to the Bank on any current or other account or in any manner whatever (and whether alone or jointly with any other person and in whatever style or name and whether as principal or surety) together with interest to the date of payment commission banking charges and any legal or other costs charges and expenses incurred by the Bank in relation to the Debenture or in enforcing the security thereby created.

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

LLOYDS BANK Plc.

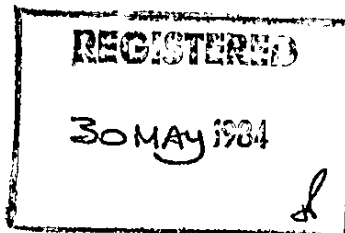
71, LOMBARD STREET

LONDON, EC3P 3BS

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

For official use  
Mortgage section

Post room



not signed

30 MAY 1984



Time critical reference

5801 H/K

# Short particulars of all the property mortgaged or charged

Please do not write in this binding margin

First - The freehold and leasehold property (if any) of the Company both present and future including (without prejudice to the generality of the foregoing) the properties (if any) specified in the Schedule to the Debenture and all buildings and fixtures (including trade fixtures) fixed plant and machinery from time to time on any such property.

Secondly - All book debts both present and future due or owing to the Company and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) negotiable instruments legal and equitable charges reservation of proprietary rights rights of tracing and unpaid vendors liens and similar and associated rights.

Thirdly - All other monetary debts and claims both present and future (including things in action which give rise or may give rise to a debt or debts) due or owing to the Company and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) such rights as aforesaid.

Fourthly - (i) All stocks and shares and other interests including (without prejudice to the generality of the foregoing) loan capital indebtedness or liabilities on any account or in any manner owing to the Company both present and future of the Company in (and from) any company which then was or might thereafter become a subsidiary (as defined in Section 154 of the Companies Act 1948 or any statutory modification or re-enactment thereof) of the Company; and (ii) the full benefit of all stocks shares and securities which or the certificates of which were then or might at any time thereafter be lodged with the Bank or held by the Bank or its agents or transferred to or registered in the name of the Bank or its agents or their respective nominees; and (iii) all rights in respect of or incidental to the premises described at (i) and (ii) above (the premises (i) to (iii) Fourthly described being hereinafter called "the Securities"); and (iv) all stocks shares rights moneys or property accruing or offered at any time by way of conversion redemption bonus preference option or otherwise to or in respect of any of the Securities including all dividends interest and other income payable in connection therewith (all of which premises (i) to (iv) Fourthly described are hereinafter called "Interests in Securities").

Fifthly - The goodwill and the uncalled capital of the Company both present and future.

Sixthly - The undertaking and all property and assets of the Company both present and future including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland and the premises First Secondly Thirdly Fourthly and Fifthly described (if and in so far as the charges thereon or on any part or parts thereof therein contained should for any reason be ineffective as fixed charges).

The charges created by the Debenture are as regards the premises First Secondly Thirdly Fourthly and Fifthly described fixed first charges (and as regards all those parts of the premises First described then vested in the Company constitute a charge by way of legal mortgage thereon) and as to the premises Sixthly described the charge so created is a floating charge.

The Company may not without the consent in writing of the Bank:

(i) sell assign discount factor charge or otherwise dispose of the premises Secondly or Thirdly described or any part thereof save in accordance with Clause 9(d) of the Debenture set out below or deal with the same in any way otherwise than in accordance with the said sub-clause.

(ii) create or allow to subsist any specific or other mortgage debenture or charge or lien (save a lien arising by operation of law in the ordinary course of business) upon the premises charged by the Debenture or any part thereof ranking either in priority to or pari passu with any charge thereby created.

(iii) transfer sell or otherwise dispose of the whole or any material part of its undertaking property or assets except by way of sale at full value in the usual course of trading as transacted at the date of the Debenture.

By Clause 9(d) of the Debenture the Company covenanted that it would pay into its account or accounts with the Bank all moneys which it might receive in respect of the book and other debts and claims charged by it or in respect of the Interests in Securities.

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

## Particulars as to commission, allowance or discount (note 3)

NIL

Signed

*E. Mark & Co.*

Date 1st June, 1984

Address 5 Piccadilly Square, Caerphilly.

Designation of position in relation to the company

Solicitors for Lloyds Bank Plc.

## Notes

- 1 The original instrument creating or evidencing the charge, together with this form, must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (Section 95(1)). 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 or copy instrument could in due course of post, and if despatched with due diligence, have been received in the United Kingdom (Section 95(3)). A copy of the instrument creating the charge will be accepted where the property charged and the charge so created are both outside the United Kingdom (Section 95(3)) and in such cases the copy must be verified as a true copy under the seal of the Company or under the hand of some person interested therein otherwise than on behalf of the company. A copy will also be accepted where Section 95(5) applies and Form 47c 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 of 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 subscribing or agreeing to subscribe, whether absolutely or conditionally, or 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.



M14

## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

I hereby certify that a mortgage or charge dated the 16th May 1984  
and created by ACREHARROW LIMITED

for securing all moneys now due, or hereafter to become due, or from time  
to time accruing due from the company to Lloyds Bank Plc

on any account whatsoever

was registered pursuant to section 95 of the Companies Act, 1948, on the  
30th May 1984

Given under my hand at the Companies Registration Office,  
Cardiff the 21 JUN 1984

No. 1804662

P. A. Hartley  
P. A. HARTLEY

an authorised officer

Certificate and instrument received by

..... *POST* .....

.....  
Date ..... *21/6/84* .....

C.69a