

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

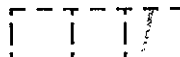
CHA 116

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

To the Registrar of Companies

For official use

Company number



2007287

Name of company

\* LINCOURT MANAGEMENT SERVICES LIMITED ("the Company")

\*insert full name  
of company

Date of creation of the charge

2nd April 1996

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

DEBENTURE ("the Deed") made between (1) the Company and (2) The Governor and Company of the Bank of Scotland ("the Bank").

Amount secured by the mortgage or charge

All moneys and liabilities which shall for the time being (and whether on or at any time after demand) be due owing or incurred in whatsoever manner to the Bank by the Company whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety and whether or not the Bank shall have been an original party to the relevant transaction and including interest discount commission and other lawful charges or expenses which the Bank may in the course of its business charge in respect of any of the matters aforesaid or for keeping the Company's account and so that interest shall be computed and compounded according to the usual mode of the Bank as well after as before any demand made or judgment obtained under the Deed.

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

The Governor and Company of the Bank of Scotland

38 Threadneedle Street

LONDON

Postcode

EC2P 2EH

Presenter's name address and  
reference (if any);

Alsop Wilkinson  
6 Dowgate Hill  
LONDON EC4R 2SS

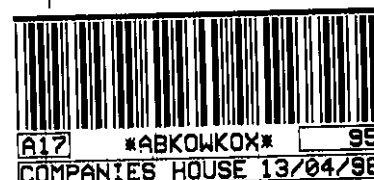
fo-2140.716

mts/295479976

Time critical reference

For official use  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

The Company with full title guarantee charged to the Bank:-

- (a) by way of legal mortgage all the freehold and leasehold property of the Company as at 2nd April 1996 vested in it whether or not the title thereto is registered at HM Land Registry together with all buildings and fixtures (including trade and tenant's fixtures) as at 2nd April 1996 and thereafter thereon and all plant and machinery as at 2nd April 1996 and thereafter annexed thereto for whatever purpose;
- (b) by way of fixed charge all freehold and leasehold property belonging to the Company after 2nd April 1996 together with all buildings and fixtures (including trade and tenant's fixtures) thereon and all plant and machinery annexed thereto for whatever purpose;
- (c) by way of fixed charge all interests not effectively charged under the Deed as at 2nd April 1996 or thereafter belonging to the Company in or over land or the proceeds of sale of land all licences as at 2nd April 1996 or thereafter held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become party or otherwise entitled and all trade and tenant's fixtures plant and machinery as at 2nd April and thereafter annexed for whatever purpose to all freehold and leasehold property an interest in which stands charged under the Deed;

/Cont'd.....

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)

N/A

Signed

*Alfred Williams*

Date 11/4/96

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.

Please do not  
write in this  
binding margin

## Particulars of a mortgage or charge (continued)

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

CHA 116

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

Company Number

2007287

Name of Company

Lincourt Managment Services

Limited\*

\* delete if  
inappropriate

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

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

Please do not  
write in this  
binding margin

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

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

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

- (d) by way of fixed charge all the goodwill and uncalled capital for the time being of the Company;
- (e) by way of fixed charge all stocks shares and other securities as at 2nd April 1996 or thereafter owned (whether at law or in equity) by the Company and all rights and interests of the Company in and claims under all policies of insurance and assurance as at 2nd April 1996 or thereafter held by or insuring to the benefit of the Company;
- (f) by way of fixed charge all patents, trade marks, patent applications, brand names, service marks, copyrights, rights in the nature of copyright, design rights, registered designs and other intellectual property rights and agreements relating to the use by the Company of patents and trade marks to which the Company is as at 2nd April 1996 or may thereafter become entitled and all agreements under which the Company is as at 2nd April 1996 or may become entitled to the payment of any royalty fee or similar income;
- (g) by way of fixed charge all book and other debts of the Company whether as at 2nd April 1996 or thereafter existing and whether presently payable or falling due for payment after 2nd April 1996 and all rights and claims of the Company against third parties as at 2nd April 1996 or thereafter existing and capable of being satisfied by the payment of money (save as charged under sub-clause 3.1.5 of the Deed);
- (h) by way of floating charge all the undertaking, property and assets of the Company whatsoever and wheresoever present and future ("the Assets") not effectively charged by way of fixed charge under the Deed but so that the Company is not at liberty to create otherwise than in favour of the Bank any mortgage or fixed or floating charge or other security upon and so that no lien (other than a lien arising through operation of law in the ordinary course of business) shall in any case or in any manner arise on or affect any part of such Assets either in priority to or pari passu with the floating charge created by the Deed and further that the Company shall have no power without the consent of the Bank to part with or dispose of such Assets except by way of sale in the ordinary course of business.

Pursuant to sub-clause 3.2 of the Deed the Bank may from time to time by notice in writing to the Company convert the floating charge created pursuant to sub-clause 3.1.8 of the Deed into a fixed charge as regards any Assets thereby charged as specified in any such notice and such floating charge shall automatically be converted into a fixed charge:-

- (a) in respect of any Assets which shall become subject to a fixed charge in favour of any other person or to a disposition otherwise than by way of sale in the ordinary course of the Company's business immediately upon such charge or disposition; and
- (b) in respect of all the Assets thereby charged if and when the Company shall cease to carry on business or to be a going concern;

but so that sub-clause 3.2 of the Deed shall not apply to any Assets situate in Scotland.

N.B. The Company shall not without the previous written consent of the Bank create or purport or attempt to create any mortgage charge or encumbrance on any freehold or leasehold property of the Company or any other Asset subject to a fixed charge under the Deed nor in any way dispose of the equity or redemption thereof of any interest therein.

The Company shall on demand in writing made to the Company by the Bank at the cost of the Company:-

- (a) execute a valid legal mortgage in the Bank's standard form for the time being or in such other form as the Bank may reasonably require of any freehold or leasehold property presently belonging to the Company which is not effectively charged by the Deed by way of legal mortgage and of any freehold or leasehold property acquired by the Company after 2nd April 1996;
- (b) execute and deliver a standard security or other valid fixed security acceptable to the Bank over heritable or other property, land and buildings wherever situate;
- (c) execute a valid fixed charge or assignation in security in such form as the Bank may reasonably require of any Asset subject to a floating charge under the Deed; and
- (d) do and concur in all such other acts or things as the Bank may deem necessary to vest in the Bank title to all or any of the Assets.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02007287

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 2nd APRIL 1996 AND CREATED BY LINCOURT MANAGEMENT SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO the GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 13th APRIL 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th APRIL 1996.

*M. Fiona M. Sangster*

FIONA M. SANGSTER  
for the Registrar of Companies

*POST  
17.4  
VIL*



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

HC026B