

# M

CHFP025

Please do not  
write in  
this margin

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

\* insert full name  
of Company

COMPANIES FORM No. 395

## Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect  
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number

[5111]

[202937]

Name of company

\* [STRACHAN & HENSHAW ] (the 'Company')  
MANCHESTER LIMITED

Date of creation of the charge

[ 5 OCTOBER 1999 ]

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

Mortgage Debenture (the 'Debenture')

Amount secured by the mortgage or charge

All monies, obligations and liabilities (actual or contingent, present or future) from time to time due, owing or incurred by the Company to (the 'Chargee') under or in connection with this Debenture ( including all Expenses ( as defined in the Debenture)) or otherwise howsoever whether as principal or surety and whether originally due to the Chargee or, from time to time, assigned or transferred to it and on any account whatsoever. ( the 'Secured Liabilities')

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

[ STRACHAN & HENSHAW LIMITED ]  
ASHTON HOUSE, PO BOX 103, ASHTON VALE ROAD,  
BRISTOL BS99 7TJ

Postcode BS99 7TJ

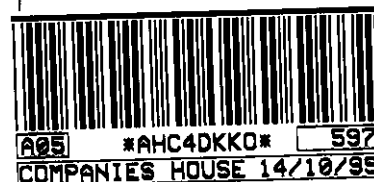
Presentor's name address and  
reference (if any):

MR K.C. RYAN  
ASSISTANT COMPANY SECRETARY  
STRACHAN & HENSHAW LIMITED.

For official Use  
Mortgage Section

Post room

Time critical reference



The Company with full title guarantee ( but without the benefit of section 6(2) of the Law of Property ( Miscellaneous Provisions) Act 1994) and as security for the Secured Liabilities, charges to the Chargee by way of:

(a) legal mortgage all freehold and leasehold property ( but excluding land in Scotland) now vested in the Company including the properties short particulars of which are set out in schedule 1 of the Debenture and the proceeds of sale thereof;

(b) fixed charge all estates or interests in any freehold and leasehold property (other than such property effectively mortgaged under sub-clause (a) above from time to time belonging to or charged to the Company, all licences and other agreements from time to time held or entered into by the Company relating to land or to enter upon or use land and the proceeds of sale thereof;

(c) fixed charge all fixtures (including trade fixtures, tenant's fixtures and fixed plant and machinery) from time to time in or on all property, assets, business, undertaking, rights, benefits or documents which are from time to time the subject of any mortgage, charge, hypothecation, pledge, lien, encumbrance, trust arrangement, contractual arrangement or assignment having the effect of security, conditional sale or other title retention agreement, combination of accounts or other security interest whatsoever,

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



MR. K.C. RYAN

Date

5 OCTOBER 1999

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

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† 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.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

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)

CHFP025

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

Company Number

[2029317]

Name of Company

[ STRACHAN & HENSHAW ] (the 'Company')  
MANCHESTER LIMITED

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

howsoever created or arising created under or pursuant to this Debenture (the 'Charged Assets') which are charged under subclauses (a) and (b) above (the 'Charged Property') and the proceeds of sale thereof;

(d) fixed charge all the benefit of all ('Authorised Guarantee Agreement' (as defined in the Debenture)) and all collateral warranties, contracts, agreements and covenants given or made by any person in connection with the use, occupation, construction, repair or maintenance of the Charged Property or of any building on the Charged Property and the benefit of any guarantees, indemnities or similar instruments given or made in connection with the same (the 'Collateral Rights') from time to time belonging to the Company and the proceeds of sale thereof;

(e) fixed charge all book debts (but excluding any deposits, credit balances and other sums with any bank or financial institution and the accounts in respect of the same (but excluding any account(s) of the Company with its principal bankers or with any bank or financial institution, from time to time specified by the Chargee as the Proceeds Account together with all monies from time to time standing to the credit thereof (the 'Proceeds Account') (the 'Cash at Bank')) and other monetary debts and claims and the benefit of all rights relating thereto, including things in action which give rise or may give rise to a debt or debts including any policies of insurance or assurance (the 'Book and other Debts') from time to time due and owing to the Company and the proceeds thereof;

(f) fixed charge all stocks, shares, and/or other securities from time to time legally and/or beneficially owned by the Company or any nominee including all dividends (whether in cash or specie), credits, rebates, refunds (including in respect of all present and future income and other taxes, levies, deductions, and charges whatsoever in any jurisdiction together with interest thereon and penalties with respect thereto, if any, and any payments made in respect thereof (the 'Taxes') and other distributions paid or payable in respect thereof including by way of bonus, capitalisation, preference, option or redemption

(the 'Securities') together with all bills of exchange, promissory notes, negotiable instruments, loan capital indebtedness or liabilities on any account or in any manner from time to time owing to the Company;

(g) fixed charge all patents, patent applications, trademarks and service marks (howsoever, styled or represented), designs, design rights, copyrights, confidential information, know-how and all other intellectual property rights (the 'Intellectual Property Rights') from time to time belonging to the Company;

(h) fixed charge all the uncalled capital and goodwill (including all brand names) from time to time belonging to the Company;

(i) fixed charge all amounts realised upon the enforcement or execution of any order of the court under Sections 212, 213, 214, 238, 239, 244 or 423 of the Insolvency Act 1986;

(j) fixed charge all or any part of the rights, title and interests of the Company in or to the Proceeds Account and/or the whole or any part of any amount from time to time standing to the credit or such account; and

(k) floating charge its undertaking and all its other business, property, assets and rights (present or future and wheresoever situated) other than such of the same as are effectively mortgaged, charged or assigned in sub clauses (a) to (j) above inclusive.

Note: The Debenture contains a covenant on the part of the Company that it shall not, without the prior written consent of the Chargee, create, attempt to create, agree to create or permit to subsist any security interest or permit any other proprietary right, right to occupy or interest therein to arise on or affect all or any part of the Charged Assets.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02029377

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE DATED THE 5th OCTOBER 1999 AND CREATED BY STRACHAN & HENSHAW MANCHESTER LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO STRACHAN & HENSHAW LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 14th OCTOBER 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th OCTOBER 1999.

A handwritten signature in black ink, consisting of a large 'C' followed by several loops and a final flourish.



C O M P A N I E S   H O U S E



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES