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**Particulars of a mortgage or charge**

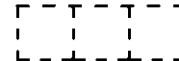
Pursuant to section 395 of the Companies Act 1985

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

\*Insert full name  
of company

To the Registrar of Companies

For official use Company number



2155746

Name of company

\* Line Management Group Limited

Date of creation of the charge

15 September 1996

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

Legal Mortgage

Amount secured by the mortgage or charge

1. All present and/or future indebtedness of the Mortgagor to the Bank on any current and/or other account with interest and bank charges.
2. All other liabilities whatsoever of the Mortgagor to the Bank present future actual and/or contingent.
3. All costs charges and expenses howsoever incurred by the Bank in relation to this Mortgage and such indebtedness and/or liabilities on a full indemnity basis.
4. Interest.

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

National Westminster Bank Plc

London North East Securities Centre, PO Box 2102, National Westminster

House, 6 High Street, Chelmsford, Essex

Postcode

CM1 1AE

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

Malkins  
Inigo House  
29 Bedford Street  
Covent Garden  
London WC2E 9ED

(Ref. RAB)

Time critical reference

For official use  
Mortgage section



A10 \*AED72PFE\* 548  
COMPANIES HOUSE 01/10/96

COMPANIES HOUSE 24/09/96

Short particulars of all the property mortgaged or charged

109A Fullers Way, South Chessington, Surrey

*together as mentioned on the annexure*

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bold block  
lettering

Particulars as to commission allowance or discount (note 3)

None

Signed

*Halkin*

Date 23 September 1996

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.

~~(b) If the Mortgagor is a company the Mortgagor with full title guarantee also charges~~ by way of floating security all movable plant machinery implements utensils furniture and equipment building and other materials goods and other effects now and from time to time placed on or used in or about the Mortgaged Property (the Charged Effects) with the discharge on demand of all moneys costs and interest as aforesaid and the expression "the Mortgaged Property" shall be construed accordingly.

~~(c) The Mortgagor with full title guarantee hereby assigns unto the Bank all that the goodwill and connection of any business or businesses from time to time carried on in or upon the Mortgaged Property or any part or parts thereof and the full benefit of all licences (which expression shall also include any registrations) held in connection with such business(es) subject to redemption on payment of all liabilities hereby secured and the expression "the Mortgaged Property" shall be construed accordingly. The Mortgagor will take out and maintain all necessary licences for the due carrying on of such business(es) and will not do or suffer to be done any act matter or thing whereby any such licences may be lost or not renewed and will (to the fullest extent possible) at all times at the Mortgagor's cost execute all such instruments and do all such things as shall be requisite for transferring and vesting all or any such licences to and in the nominee(s) of the Bank or any other person(s) as the Bank may direct and the Mortgagor hereby irrevocably and by way of security appoints the Bank to be the attorney of the Mortgagor in the name of the Mortgagor to apply for and obtain the renewal of any such licences and to sign all proper notices and other documents and to do all necessary acts for assigning or transferring all or any such licences to such person(s) as the Bank may think fit. Without prejudice to the above the Mortgagor consents to the making of any protection order in respect of the Mortgaged Property or any part or parts thereof to such person or persons as the Bank or any Receiver appointed hereunder may specify and/or the transfer of any such licence as aforesaid and agrees that this Mortgage may be produced (and shall be admissible) as evidence of such consent.~~

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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. 02155746

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 15th SEPTEMBER 1996 AND CREATED BY LINE MANAGEMENT GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NATIONAL WESTMINSTER BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 1st OCTOBER 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd OCTOBER 1996.

*Peter C Protheroe*

for the Registrar of Companies



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

HC026B

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3/10