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## 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

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

To the Registrar of Companies

For official use

Company number

1114

02272340

Name of company

\* Eurobell (Sussex) Limited (the "Company")

\*insert full name  
of company

Date of creation of the charge

13 February 1996

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

Deed of confirmation and variation (the "Deed")

Amount secured by the mortgage or charge

Please see schedule 1 attached

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

MeesPierson N.V.

Camomile Court

23 Camomile Street London

Postcode

EC3A 7PP

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

Taylor Joynson Garrett  
Carmelite  
50 Victoria Embankment  
Blackfriars  
London EC4Y 0DX

RJD/JMH

Time critical reference

For official use  
Mortgage Section

Post room



Please see schedule 2 attached

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

*Taylor Joyner Jarrett*

Date

15 / 2 /

1996

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.

## **SCHEDULE 1**

### **Amount secured by the mortgage or charge**

All liabilities of the Company to the Beneficiaries (as defined below) arising under or in connection with the Guarantee or other document whether or not originally owed to the Beneficiaries and whether owed jointly or severally or in any other capacity but excluding any sum or liability payment of which would be unlawful (the "Secured Liabilities").

#### **Definitions**

**"Agent"** means MeesPierson N.V. of Camomile Court, 23 Camomile Street, London EC3A 7PP;

**"Banks"** means the banks and lending institutions from time to time party to the Shareholder Loan Agreement and/or the Bridge Loan Agreement;

**"Beneficiaries"** means each of the Agent, the Banks and any interest rate hedge counterparty under the Shareholder Loan Agreement and/or the Bridge Loan Agreement;

**"Bridge Loan Agreement"** means the loan agreement of even date to the Deed made between the companies named therein (1) the banks and lending institutions named therein (2) and the Agent (3);

**"Charged Property"** means all property subject to the charges created by the Debenture;

**"Debenture"** means a debenture dated 22 December 1995 made between the Company (1) and the Agent (2) (as amended by the Deed);

**"Debts"** means all book and other debts and rights to money and income (including Rental Income) liquidated and unliquidated owing to the Company including the benefit of all negotiable instruments, securities, guarantees and indemnities for such debts and rights but not including cash at bank;

**"Designated Account"** means:

- any account with the Agent; or
- any account with any other bank which has been notified of the Agent's interest in such account and has agreed in writing not to permit withdrawals from such account except with the written consent of the Agent;

**"Encumbrance"** means a mortgage, charge, assignment by way of security, pledge, lien, any form of distress, attachment, execution or other legal process or any other type of encumbrance or security interest (other than a lien arising by operation of law and in the ordinary course of business) or any other type of arrangement (including any title transfer and retention arrangement) having or intended to have a similar effect;

**"Guarantee"** means the guarantee of even date to the Deed made between the companies listed therein (1) and the Agent (2);

**"Insurance Policies"** means:

- the policies of insurance held with St Paul International Insurance Company Limited in respect of material damage cover on an all risks basis for buildings, contents, stock, computers and other equipment, loss of money, business interruption and consequential loss cover, employer's liability, and public and products liability;
- the policy of insurance held with Commercial Union in respect of comprehensive motor cover; and
- any other policies of insurance in which the Company may at the date of the Debenture or thereafter have an interest;

**"Intellectual Property"** means any right in respect of any patent, copyright, trade mark, service mark, invention, design, knowhow, confidential information or any other kind of intellectual property whether registered or unregistered and any registration or application for registration, licence or permission relating to any of the foregoing;

**"Investment"** means any:

- stock, share, bond or any form of loan capital of or in any legal entity;
- unit in any unit trust or similar scheme;
- warrant or other right to acquire any such investment;

and, to the extent not constituting a Debt, any income, offer, right or benefit in respect of any such investment;

**"Lease"** includes any underlease, tenancy, letting, licence, any document supplemental or collateral to any of them and any agreement to enter into any of them and the expression tenant shall be construed accordingly;

**"LPA"** means the Law of Property Act 1925;

**"Real Property"** means real property forming part of the Charged Property;

**"Receiver"** means any receiver appointed over any Charged Property whether to the Debenture or by order of the court or otherwise and includes a receiver and manager and an administrative receiver;

**"Rental Income"** means such income derived from or in connection with any Real Property as may from time to time be specified by the Agent by written notice to the Company;

**"Security Document"** means any document including the Debenture executed by the Company or any third party which grants security rights or rights by way of guarantee or indemnity in

respect of the Secured Liabilities; and

**"Shareholder Loan Agreement"** means the loan agreement of even date to the Deed made between Eurobell (Holdings) PLC (1) the companies named therein (2) the banks and lending institutions named therein (3) and the Agent (4).

## SCHEDULE 2

### Particulars of the property mortgaged or charged

1. As continuing security for the payment of the Secured Liabilities the Company with full title guarantee:
  - (a) charged to the Agent as trustee for the Beneficiaries by way of legal mortgage all that leasehold property known as Block C (Unit 20) Lloyds Court, Manor Royal, Crawley, West Sussex as the same is registered at H M Land Registry with title number WSX153639;
  - (b) charged to the Agent as trustee for the Beneficiaries by way of equitable mortgage its interest in any other Real Property;
  - (c) charged to the Agent as trustee for the Beneficiaries by way of fixed charge its interest in:
    - (i) all fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property;
    - (ii) any Investment;
    - (iii) its goodwill and uncalled capital;
    - (iv) all cash at bank;
    - (v) any Intellectual Property;
    - (vi) any monies standing to the credit of any Designated Account;
    - (vii) the Insurance Policies to which it is at the date of the Debenture or may thereafter become entitled;
    - (viii) to the extent not otherwise subject to any fixed security in favour of the Agent as trustee for the Beneficiaries;
      - (A) any proceeds of any insurance of any Charged Property; and
      - (B) any sum received by the Company as a result of any order of the court under sections 213, 214, 238, 239 or 244 of the Insolvency Act 1986;
  - (d) assigned to the Agent as trustee for the Beneficiaries all the Company's right, title and interest in the proceeds of any of the Insurance Policies to which it is at the date of the Debenture or may thereafter become entitled which are not charged elsewhere in the Debenture;

- (e) charged the Debts to the Agent as trustee for the Beneficiaries by way of fixed charge.
- 2. As continuing security for the payment of the Secured Liabilities the Company charged to the Agent as trustee for the Beneficiaries by way of floating charge with full title guarantee the whole of its undertaking and property to the extent not otherwise at any time subject to any fixed charge in favour of the Agent as trustee for the Beneficiaries.

NOTE:

The Debenture contains, inter alia, the following covenants:

- 1. The Company shall not except with the prior written consent of the Agent:
  - (a) dispose or purport or agree to dispose of any interest in or lend or grant any licence or other right over any Charged Property or save for full consideration in money or money's worth dispose of any interest in or lend or grant any licence or other right over any of the property charged by way of floating charge under the Debenture;
  - (b) create, agree to create or allow to arise or remain outstanding any Encumbrance over any Charged Property; or
  - (c) redeem or purchase its own shares or provide financial assistance therefor or pay an abnormal sum by way of dividend;
- 2. The Company's statutory and any other powers of entering into Leases and accepting or agreeing to accept surrenders of Leases shall be excluded and shall not be exercisable by the Company in relation to the Real Property and the Company shall not without the prior written consent of the Agent:
  - (a) part with possession or occupation of, confer any licence or right to occupy nor confer any interest in any Real Property;
  - (b) grant any permission to assign, underlet or part with possession or occupation of any Real Property;
  - (c) agree or permit any amendment to or waiver of the terms of any Lease (including any Lease under which the Company is tenant); or
  - (d) exercise any power to determine any Leaseand any Rental Income arising in respect of any Lease entered into with the consent of the Agent shall be charged to the Agent as trustee for the Beneficiaries by way of fixed charge; and
- 3. As and when required by the Agent or any Receiver the Company, at its own cost, shall (and shall procure that every party other than the Agent to any Security Document shall):

- (a) execute such further legal or other mortgages, fixed or floating charges or assignments in favour of the Agent as the Agent or any Receiver shall from time to time require over any Charged Property to secure the Secured Liabilities such further mortgages, charges or assignments to be prepared at the cost of the Company and to contain a power of sale which arises immediately upon execution, a clause excluding section 93 of the LPA and the restrictions contained in section 103 of the LPA and such other clauses for the benefit of the Agent as trustee for the Beneficiaries as the Agent may reasonably require;
- (b) execute and do all such assurances, deeds, documents, acts and things for perfecting or protecting the charges created by the Debenture or any Security Document and for facilitating or effecting any dealing by any Beneficiary or any Receiver under any authorities or powers granted under any Security Document; and
- (c) upon or with a view to assisting in any enforcement of any charge created by this deed convey, transfer, assign or otherwise deal with any Charged Property in such manner as any Beneficiary or any Receiver may require.



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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. 02272340

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF CONFIRMATION AND VARIATION DATED THE 13th FEBRUARY 1996 AND CREATED BY EUROBELL (SUSSEX) LIMITED FOR SECURING AND VARYING THE TERMS OF A DEBENTURE DATED 22nd DECEMBER 1995 WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 16th FEBRUARY 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th FEBRUARY 1996.

*N. S. Berkley*

N. S. BERKLEY  
for the Registrar of Companies



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

HC026B

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