

# M

COMPANIES FORM No. 395

200505/13

## Particulars of a mortgage or charge

# 395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge

CHFP025

Please do not write in this margin

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

1121

2311487

Name of company

\* Delcam Plc

Date of creation of the charge

25 September 2006

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

Legal Charge

Amount secured by the mortgage or charge

See Rider A

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

Fortis Bank SA-NV UK Branch/of 23 Camomile Street, London

Postcode EC3A 7PP

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

Martineau Johnson

1 Colmore Square, Birmingham  
B4 6AA

HAR. FERTIS

Time critical reference

HAR/FO655023 (136420)

For official Use (06/2005)  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

See Rider B

Please do not  
write in  
this margin

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

T  
95

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Merrineau Johnson

Date

26/9/06

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

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.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Riders to Form 395

Company: Delcam Plc

Company Number: 2311487

#### Rider A

of The Company covenants that it will on demand pay to the Bank all monies and discharge all obligations and liabilities whether actual or contingent now or hereafter due, owing or incurred to the Bank by the Company in whatsoever currency denominated whether on any banking or other account or otherwise in any manner whatsoever (whether alone or jointly and in whatever style name or form and whether as principal or surety) when the same are due including all liabilities in connection with foreign exchange transactions, swap arrangements, issuing, confirming, accepting, endorsing or discounting any notes or bills or under bonds, guarantees, indemnities, documentary or other credits, or any instruments whatsoever from time to time entered into by the Bank for or at the request of the Company together with interest to the date of payment as such rates and upon such terms as may from time to time be agreed, commission, discount, fees and other charges and all legal and other costs, charges and expenses incurred by the Bank in relation to the Company or the property hereby charged (together with Value Added Tax thereon) on a full and unqualified indemnity basis.

---

#### Rider B

- T. Prod  
95
1. The Company hereby charges to the Bank by way of first legal mortgage and with full title guarantee as a continuing security for the payment of all monies and the discharge of all obligations and liabilities hereby covenanted to be paid or otherwise hereby secured: (a) the freehold and leasehold property of the Company specified in Part D of the Schedule and all buildings and fixtures (including tenant's and trade fixtures) from time to time on any such property; and (b) all plant, machinery, vehicles, computers and office and other equipment from time to time on any such property both present and future (the property and assets in (a) and (b) being together the "Property").
  2. The Company hereby charges to the Bank by way of first fixed charge and with full title guarantee as a continuing security for the payment of all monies and the discharge of all obligations and liabilities hereby covenanted to be paid or otherwise hereby secured: the benefit of all rights and claims of any nature whatsoever against (i) any lessees, licensees or other occupiers from time to time of the whole or any part of the Property due or owing or which may become due or owing to the Company; (ii) all guarantors and sureties for the obligations of such lessees or occupiers; and (iii) any persons who are under any obligation to the Company in respect of any works of design, construction, repair or replacement to, on or about the whole or any parts of the Property (the "Claims").
  3. The Company shall, if so directed by the Bank, pay all rental income relating to the Property into a designated account with the Bank (or such bank that the Bank may agree) (the "Rent Account"). the Company hereby charges the Rent Account and all

other monies standing to the credit thereof by way of first fixed charge as a continuing security for the payment of all monies and liabilities hereby covenanted to be paid. The Company shall not assign, transfer, charge or otherwise deal with monies standing to the credit of the Rent Account and the Company shall not be entitled to withdraw any monies from the Rent Account without the prior written consent of the Bank. At any time after an event of default or the making of demand the Bank shall be entitled without notice to the Company to apply any monies standing to the credit of the Rent Account towards satisfaction of any obligations or liabilities of the Company to the Bank. If the Bank agrees to permit the Company to withdraw monies from the Rent Account this shall not affect the obligation of the Company to continue to pay all rental income into the Rent Account or any of the other rights and obligations of the Company and the Bank in relation to the Rent Account set out in this clause 3.

4. The Company hereby applies to the Chief Land Registrar for the registration against the registered titles (if any) of the Property specified in Part D of the Schedule (and any unregistered properties subject to compulsory first registration at the date hereof) of the following restriction:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [ ] in favour of [Fortis] referred to in the charges register."

5. The Company hereby agreed that the bank may at any time without notice after an event of default or the making of demand notwithstanding any settlement or account or other matter whatsoever combine or consolidate all or any of its then existing account including accounts in the name of the Bank or of the Company jointly with others (whether current, deposit, loan or of any other nature whatsoever whether subject to notice or not and whether in sterling or in any other currency) wheresoever situate and set-off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of any obligations or liabilities of the Company to the Bank whether such liabilities be present, future, actual, contingent, primary, collateral, several or joint. Where such combination, set-off or transfer requires the conversion of one currency into another such conversion shall be calculated at the then prevailing spot rate of exchange of the Bank (as conclusively determined by the Bank) for purchasing the currency for which the Company is liable with the existing currency.

---

#### Part D - Property

Details of registered land:

County/County Borough	Title Number	Address of Property
West Midlands	WM585024	Plot 2a Small Heath Business Park, Small Heath

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02311487

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 25th SEPTEMBER 2006 AND CREATED BY DELCAM PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO FORTIS BANK SA-NV UK BRANCH ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 28th SEPTEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd OCTOBER 2006.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES