

NOTICE OF ILLEGIBLE DOCUMENT ON THE MICROFICE RECORD

Companies House regrets that the microfiche record for this company contain some documents which are illegible.

The poor quality has been noted, but unfortunately steps taken to improve them were unsuccessful.

Companies House would like to apologies for any inconvenience this may cause.









Companies Form No395

Particulars of a mortgage or charge

Please do not binding margin Pursuant to section 395 of the Companies Act 1985

M80

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

* Insert full name of company

ТΛ	tha	Registrar	٥f	Compa	ınies
10	HIE	neuistiai	vı	COMPE	111100

POF OF	licial	uae ·		~~~
r~~~				
1	į	i	!	
1	أحدمديما	لمحاسا	لحما	المبسما

- Attack all comm

Company number 2311588

Name of Company

WALSHYS FACILITIES LIMITED

Date of creation of the charge

15th May 1989

Description of the instrument creating or evidencing the charge

Mortgage Debenture

Amount secured by the mortgage or charge

All liabilities of the Company present and future actual and/or confingent to National Westminster Bank PLC

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

National Westminster Bank PLC

41 Lothbury

London

Postcode

ECSA SBb

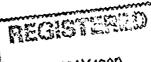
Presentor's name, address and reference (if any):

National Westminster Bank PLC Securities Department King's Cross House 200 Pentonville Road London N1 9HL

Presentor's Reference 60-18-22 and/or telephone number

01-239 8205/6

For official use Mortgage section



26MAY 1989

Post room



Time critical reference



(a) A specific equitable charge over the company's estate or interest in all freehold or leasehold properties for the time being belonging to or charged to the Company other than the property hereinafter described and the proceeds

ion ob seedig write in this binding margin



please complete legibly, preferably in black type, or bold black lettering

(b) A specific charge over all stocks shares or other securities in any subsidiary companies or any other company for the time being.

- (c) A specific charge over all Book and other Debts for the time being but so that the Company shall pay into the Company's account with the Bank all moneys which it may receive in respect of such debts and shall not without the prior consent in writing of the Bank sell factor discount or otherwise charge or assign the same in favour of any other person or purport to do so and the Company shall if called upon so to do by the Bank from time to time execute legal assignments of such book debts and other debts to the Bank.
- (d) A specific charge over its goodwill and the benefit of any licences.
- (e) A floating charge over the undertaking and all other property and assets present and future but so that the Company shall not without the Bank's consent create any mortgage or charge ranking in priority to or pari passu with this charge.
- -(I)-A charge by way of legal-mortgage over the undermentioned property if any and the proceeds of sale thereof.

	
Particulars as to commission, allowance or discount	
Nil	
per pro National Westminster Bank PLC	Please see notes below.
King's Cross House, 200 Pentonville Poad, London N1 9HL	26 MAY Man
Signed	Date Marketing Charles
On behalf of mortgagee	Authorised Signatory

- (a) A description of the instrument, eg 'Trust Deed', 'Mortgage', 'Debenture', etc, as the case may be, should be given.
- (b) The rate of interest payable under the terms of the Debentures should not be entered.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 15th MAY 1989 and created by WALSHYS FACILITIES LIMITED

for securing all moneys now due, or hereafter to become due, or from time to time accruing due from the company to NATIONAL WESTMINSTER BANK PLC

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 26th MAY 1989 Given under my hand at the Companies Registration Office, Cardiff the 7th JUNE 1989 and Deal

No. 2311588

M.G. WILSON an authorised officer

C. 69a

Please do not write in this margin

Please complete

legibly, preferably in black type, or

bold block lettering

COMPANIES FORM No. 395

Particulars of a charge

Pursuant to section 395 of the Companies Act 1985

M 275

395

To the Registrar of Companies

For official use

Company number

2311.588

Name of company

WALSHYS FACILITIES

Limited

Date of creation of the charge

30TH MARCH 1990

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

DEBENTURE

Amount secured by the mortgage or charge

All monies now due or hereafter to become due or from time to time accruing due from the Company to the Bank upon any account and in any manner whatsoever.

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

BARCLAYS BANK PLC

54 Lombard Street London ECSP 2AH

Short particulars of all the property mortgaged or charged

SEE OVERLEAF

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

COMPANY AND CREDIT

BARCLAYS BANK PLC

54 LOMBARD STREET LONDON EC3P 3AH For official use Mortgage section

REGISTERED

18APR 1990

Post roam
COMPANICO
18 APR 1990
COUSE

18/4

Time critical reference

Page 1

Please do nos write in this margin



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

- (a) by way of legal mortgage all the freehold and leasehold property of the Company the title to which is registered at H.M. Land Registry together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;
- (b) by way of legal mortgage all other freehold and leasehold property of the Company now vested in it (whether or not registered at H.M. Land Registry) together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;
- (c) by way of first fixed charge all future freehold and leasehold property of the Company together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and all the goodwill and uncalled capital for the time being of the Company;
- (d) by way of first fixed charge all book debts and other debts now and from time to time due or owing to the Company (during the continuance of this security the Company shall pay into the Company's account with the Bank all moneys which it may receive in respect of the book debts and other debts hereby charged and shall not without the prior consent of the Bank in writing purport to charge or assign the same in favour of any other person and shall if called upon to do so by the Bank execute a legal assignment of such book debts and other debts to the Bank);
- (e) by way of a first floating charge all other the undertaking and assets of the Company whatsoever and wheresoever both present and future but so that the Company is not to be at liberty to create any mortgage or charge upon and so that no lien shall in any case or in any manner arise on or affect any part of the said premises either in priority to or pari passu with the charge hereby created and further that the Company shall have no power without the consent of the Bank to part with or dispose of any part of such premises except by way of sale in the ordinary course of its business.

Particulars as to commission, allowance or discount

FOR BARCLAYS BANK PLC

Signed—Cup Associ

Date

12 APR 1990

Designation of position in relation to the company: COMPANY AND CHEDIT INFORMATION SERVICES

Page 2

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 30th MARCH 1990 and created by WALSHYS FACILITIES LIMITED

for securing all moneys now due, or hereafter to become due, or from time to time accruing due from the company to BARCLAYS BANK PLC

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 18th APRIL 1990
Given under my hand at the Companies Registration Office,
Cardiff the 19th APRIL 1990
No. 2311588
M.G. WILSON

an authorised officer

C.69a



COMPANIES FORM No. 4038

Declaration of satisfaction in full or in part of mortgage or charge



Please do not

Pursuant to section 403(1) of the Companies Act 1985

To the Registrar of Companies For official use Company number [] 331388 Name of company Insert full name of company I LESLEY AND SOUNDED OF WALSH'S FACILITIES Limited OF WALSH'S FACILITIES Limited OF WALSH'S FACILITIES Limited	······································			
insert full name of company 1, LESLEY AND SOUNDED	······································			
1. LESTEY WHY ZONNOS				
t delete as appropriate a director/the accretary of the above company, do solemnly and sincerely declare that the delete as the description of the instrument(s) creating or bate and Description of charge to the above company, do solemnly and sincerely declare that the delete as a director/the accretary of the above company, do solemnly and sincerely declare that the delete as a director/the accretary of the above company, do solemnly and sincerely declare that the delete as a director/the accretary of the above company, do solemnly and sincerely declare that the delete as a director/the accretary of the above company, do solemnly and sincerely declare that the delete as a director/the accretary of the above company, do solemnly and sincerely declare that the delete as a director/the accretary of the above company, do solemnly and sincerely declare that the delete as a director/the accretary of the above company, do solemnly and sincerely declare that the delete as a director/the accretary of the above company, do solemnly and sincerely declare that the delete as a director/the accretary of the above company, do solemnly and sincerely declare that the delete as a director/the accretary of the above company, do solemnly and sincerely declare that the delete as a director/the accretary of the above company, do solemnly and sincerely declare that the delete as a director/the accretary of the above company, do solemnly and sincerely declare that the delete as a director/the accretary of the above company, do solemnly and sincerely declare that the delete as a director/the accretary of the above company, do solemnly and sincerely declare that the delete accretary of the above company, do solemnly and sincerely declare that the delete accretary of the accretary of the above company, do solemnly and sincerely declare that the delete accretary of the				
evidencing the charge, eg 'Mortgage', 'Charge', Name and address of [chargee][rustee-for-the-debenture-helders]	······			
of the date of registration may be Short particulars of property chargeds ALLE HOLD & LANGUAGE PROPERTIES.	Short particulars of property chargeds DLL E LIOUS & L. L. PROPERTIES			
	And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.			
Declared at 30 alolanda Read Declarent to sign below the 29° day of Farmy				
one thousand nine hundred and before me A Commissioner for Oaths of Notery Public or Justice of the Peace or Solicitor heving the powers conferred on a Commissioner for Oaths 1. H. Sampson				
14/2- A Commissioner For Oxcho	·······			
Presentor's name address and For official Use reference (if any): Mortgage Section Post room	iy,			
HARLEY STREET REGISTRARS LIMITED PARTIES STREET LONDON WIN 1DA TEL:071 323 4747 FAX:071 323 2247 1 1 FEB 1991 M 66	₹ ₹			



Please do not write in this margin

COMPANIES FORM No. 395

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 ti	he Re	gistrar	of	Compa	anies

W

	40000	COME.	450
200			
Maroc			
For official use	company number		
~~~~~~	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	·····	····

Name of company

* Walshys Facilities Limited

Date of creation of the charge

14th June 1991

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

Debenture

Amount secured by the mortgage or charge

See attached Schedule One.

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

Harrods Bank Limited, 87/135 Brompton Road, London

Postcode

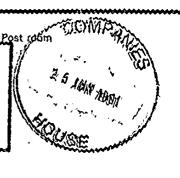
SWIX 7XL

25/6

Presentor's name, address and reference (if any): NP/Walshys Harrods Bank Ltd 87/135 Brompton Road London SW1X 7XL

Time critical reference

REGISTERED
2 5 JUN 1991



Page 1

Short particulars of all the property mortgaged or charged	
See attached Schedule Two.	Please complete lagibly, preferably Please complete Please do not '
	in black type or bold block lettering
Particulars as to commission allowance or discount (note 3)	
HARRODS BANK LTD.  Signed Date 2 4 JUN 1991  On behalf of [company] [mortgagee/chargee]*	*Delete as
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 treland) and form No. 398 is submitted.	appropriete
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	

Page 2

should not be entered.

prescribed continuation sheet.

4. If any of the spaces in this form provide insufficient space the particulars must be entered on the

(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

#### TIABILITH " SECURED

0

0

SCHEDULE (1)

(1) This Mortgoge Debenture is expressly made for securing present and future advances, credit and other banking facilities and shall be secretly to the Bank for the discharge on demand of the following habilities:

whatever currency they may be expressed of the Company to the Bank (whether themred solely, severally or jointly with others and whether incurred as principal or surety) including (without limitation) all monies advanced on any current, loan or other account (whether existing or opened at any time after the date of this Mortgage Debenture), all monies paid by the Bank on account of any bill of exchange, promissory note, guarantee or indemnity, and all recuriary obligations arising out of currency and other financial transactions, and

and all pecuniary obligations arising out of currency and other financial transactions; and (b) any interest accrued in respect of the amounts and liabilities referred to in paragraph (a) above both prior to demand and from the date of demand to the date of payment as well after as before judgement (whether any of the same shall have been capitalised or not); and

(c) all charges, commissions and legal and other expenses incurred in any manner whatsoever by the Bank in relation to the said indebtedness and liabilities or to this Mortgage Debenture (including without limitation any foreign exchange losses and expenses incurred by the Bank in enforcing or otherwise attempting to recover any such indebtedness or liabilities) on a full indemnity basis.

The total of the amounts and liabilities specified in paragraphs (a), (b) and (c) above are in this Mortgage Debenture called "the Liabilities".

- (2) The Company hereby agrees to pay, in respect of the Liabilities, interest under this Mortgage Debenture accruing due to the Bank on a daily basis from day to day from first demand of the Company until actual payment (as well after as before any demand or judgement or the liquidation of the Company) (i) at the rate of interest payable or deemed to be payable by the Company in respect of the Liabilities as calculated and compounded in accordance with any agreement between the Bank and the Company with respect to the Liabilities; or (ii) failing such agreement, at the rate per annum which is (2) per cent above the interest cost to the Bank (as conclusively determined by the Bank) of funding the Liabilities, such interest being compounded with monthly rests.
- (3) This Mortgage Debenture shall be a continuing security and shall not be discharged by any intermediate payment or satisfaction of the whole or any part of the Liabilities.

2. Amounts payable

0

O

- (1) All payments under this Mortgage Debenture shall be made without any set-oft, countererain or equity and free from, clear of and without deduction for any taxes whatsoever, present of future. If the Company is compelled by the law of any applicable parisdiction, or by an order of any regulatory authority in such jurisdiction to withhold or deduct at source any sums in respect of taxes, duties, levies, imposts or charges from any amount payable to the Bank under this Mortgage Debenture, or if any such withholding or deduction is made in respect of any recovery under this Mortgage Debenture the Company shall pay such additional amount as may be necessary to ensure that the amount received by the Bank shall equal the full amount due to it under the provisions of this Mortgage Debenture.
- (2) The obligation of the Company under this Mortgage Debenture to make payments in any currency shall not be discharged or satisfied by any tender, or recovery pursuant to any judgement or otherwise, expressed in or converted into any other currency except to the extent to which such tender or recovery shall result in the effective receipt by the Bank of the full amount of the currency expressed to be payable under this Mortgage Debenture. Accordingly the primary obligation of the Company shall be enforceable as an alternative or additional cause of action for the purpose of recovery in the currency due of the amount (if any) by which such effective receipt shall fall short of the full amount of the currency expressed to be payable under this Mortgage Debenture, and shall not be affected by judgement being obtained for any other sums due under this Mortgage Debenture.
- (3) Where any past of the Liabilities was incurred by the Company pursuant to a facility or other arrangements primarily denominated in one currency (the "original currency") but, at the option of the Company, not de evariable in one or more other currencies tan "alternate currency" or "alternate currencies") and the part of the Liabilities in question is outstanding in an alternate currency, the Bank shall be entitled to require the Company to pay and discharge such that of the Liabilities in a their factories or the original currency. Any conversion of an entitle Liabilities in the original currency and discharge such that of the Liabilities in the original currency shall be made as the said discharge of the Liabilities in each original currency shall be made as the condition of the Liabilities in the Liabilities in the Liabilities in the land of the Liabilities in the land of the Liabilities in the contract of the Liabilities in the land of the Liabilities in the Liabilities in the land of the Liabilities in the Liabilities in the Liabilities in the land of the land of the Liabilities in the Liabilities in the Liabilities in the land of the Liabilities in the land of the Liabilities in the land of the land of the Liabilities in the land of the Liabilities in the land of the land of
- (4) The certificate of an officer of the Bank that any sum is due and payable under or pursuant to this Mortgage Debenture shall be conclusive for all purposes and binding on the Company.

SCHEDUL ()

#### 3. Security

The Company, as bergand owner and to the intent that the security creates and rapk as a continuing security as aforesaid to the Liabilities hereby:

(a) charges to the Bank by way of legal mortgage ALL THAT property as is described in Schedule 1 hereto together with all fixed plant and machinery and discusses thereto ("the Mortgaged Property");

(b) charges to the Bank by way of specific equitable charge all estates of interests in any freehold or leasehold property (except the Mortgaged Property) now or at any time during the subsistence of this security belonging to or charged to the Company ("the Charged Property"),

(c) charges specifically to the Bank by way of first fixed charge all stocks shares and other securities now or at any time during the subsistence of this Mortgage Debenture belonging to the Company and usued by any Company which is for the tume being the Company's subsidiary (as defined in section 736 of the Companies Act 1985).

(d) charges specifically to the Bank by way of first fixed charge all that moverty as is described in Schedule? hereto (the Schedule Property which property may use, but shall not be limited to strends and specified debts):

(e) charges soon with to the Bank by way of first fixed charge all the latter decomposed now and that the force to time due or owing to the Company (office of the debt campused in the Schenking Property).

(1) assigns to the Link its gordifill subject to redemption on discharge who habilities escared by this Mother Debenture and

(e) charge, to the look by way of first floating charge its undertaking in the other managery, 255cl? had a strongered and wheresoever, present and falms, and fixed the content of the co



4. Undertakings with respect of charged property and other property

The Company undertakes to the Bank with respect to the Charged Property and the property charged pursuant to paragraph (c) of Clause 3 unless it is prevented from so doing by the terms of any other Agreement existing at the date hereof and which has been disclosed to the Bank:

(a) to deposit with the Bank the deeds and documents of title relative to the Charged Property; (b) to deposit with the Bank the certificates of title relative to the property charged pursuant

to paragraph (c) of Clause 3 together with forms of transfer duly executed in blank;

(c) at any time upon request to execute over all or any of the Charged Property a charge by way of legal mortgage or legal sub-mortgage as the case may be in favour of the Bank in such form as the Bank shall require.

5. Undertakings with respect to Mortgaged Property and charged property

With reference to the Mortgaged Property and the Charged Property, the Company agrees:

(a) to keep the same in a good state of repair and condition and if the Company is at any time in default in complying with this undertaking the Bank shall (without prejudice to its other rights) be entitled but not bound to repair and maintain the same with power for the Bank its agents and their respective employees to enter any of the Company's property for that purpose or to inspect the same and any sum so expended by the Bank shall be repayable by the Company to the Bank and be added to the total of the Liabilities:

(b) to keep the same insured in the joint names of the Company and the Bank against such tisks in such office and for such amounts as the Bank may require or approve and to deliver on domain the appropriate policy or policies with receipts evidencing the payment of the policies that failure to do so will entite the Bank appropriate expense the Company (the amount of any expenditure by the Bank being added to the I abilities), has shall if required by the Bank apply all momes therefore the Company by virtue of any such policy to making good the loss or damage is towards discharge of the said and bredshedness and/or liabilities:

(c) not to exercise the statutory power of leasing and or accepting surrenders of leases conferred on mortgagors without the consent in writing of the Bank, and further agrees that the Bank

may grant or accept surrenders of leases without restriction;

(d) not to part with the possession of the same or any part thereof nor confer upon any person, firm, company or body whatsoever any licence, right or interest to occupy it or any part thereof or to grant any licence or permission to assign or underlet or to suffer or permit any variation or addition to the lease, tenancy or licence without in every such case obtaining the consent in writing of the Bank:

(e) not to cause or permit to be done anything which may in any way depreciate, jeopardise

or otherwise prejudice the value to the Bank of the same:

(1) to apply to the Chief Land Registrar for the registration against the registered titles (if any) specified in Schedule One (and any unregistered properties subject to compulsory first registration at the date hereof) of the following restriction:-

"Except under an Order of the Registrar no charge or other security interest is to be registered or noted without the consent of the proprietor for the time being of Charge No..."

6. Undertaking as to charge over book etc. debts

The Company undertakes with reference to the specific charge over book debts and other debts to maintain the aggregate value of the book debts and other debts and whenever the Bank requires it shall furnish to the Bank a certificate showing the aggregate value of the said book debts and other debts.

7. Further undertaking with respect to book etc. debts

The Company undertakes with reference to the book debts and other debts the subject of the specific charge and the debts forming part of the Scheduled Property (if any):

(a) not without the prior consent in writing of the Bank to sell, factor, discount, charge, assign or otherwise dispose of or release, exchange, compound, set off or grant time or indulgence or otherwise deal with all or any of the same in favour of any other person or purport to do so;

(b) to pay into its account with the Bank all monies which it may receive in respect thereof,

8. Undertaking with respect to fixed charges.

With reference to the first fixed charges over the various assets referred to in paragraphs (c), (d) and (e) of Clause 3 the Company shall if called upon to do so by the Bank from time to time execute legal assignments of such assets to the Bank.

9. Undertaking with respect to assets subject to floating charge

With reference to the property assets and rights subject to the floating charge:

(a) the Company shall not be at liberty without the consent in writing of the Bank to:

(i) create any mortgage, charge, lien, pledge or other security ranking in priority to or pari passu with that charge;

(ii) sell, assign or otherwise dispose of the whole or, except in the ordinary course of business, any part of the Company's undertaking;

(iii) make any substantial alteration to the general nature of its business taken as a whole as at the date of this Mortgage Debenture;

(b) the Company agrees to effect and maintain such insurances as are normally maintained by prudent companies carrying on similar businesses;

(c) the Company shall not without the written consent of the Bank enter into any contract or arrangement with any supplier whereby the passing of title to any goods supplied to the Company conditional upon the Company making due payment therefore or for any other goods or services:

(d) the floating charge over any such assets and rights shall automatically without notice operate as a specific fixed charge (and the Bank may appoint a Receiver of the same) instantly upon the happening of any of the following events;

(i) if the Company charges, pledges or otherwise encumbers (whether by way of fixed or floating security) any of the same or attempts so to do without the prior consent in writing of the Bank; or

(ii) if any creditor or other person attempts or threatens to levy any form of distress execution, sequestration or other process against any of the same.

### FILE COPY



# CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 14th JUNE 1991 and created by WALSHYS FACILITIES LIMITED

for securing all moneys now due, or hereafter to become due, or from time to time accruing due from the company to HARRODS BANK LIMITED

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 25th JUNE 1991
Given under my hand at the Companies Registration Office,
Cardiff the 28th JUNE 1991

No. 2311588

0

0

an authorised officer

Was telepor

C.69a

Post.

19. 20, 30

رگ

HC021B



COMPANIES FORM No. 403a

# **Declaration of satisfaction** in full or in part of mortgage or charge



Please do not write in

Pursuant to section 403(1) of the Companies Act 1985

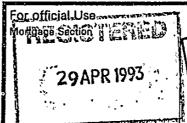
this margin For official ASE Company number To the Registrar of Companies Please complete (Address overleaf) <u> 13 4388</u> legibly, preferably in black type or, Name of company bold block lettering MARSHUS * insert full name of company LESLEY ANN Radiett † delete as [a director][the secretary][the administrator][the administrative receiver]† of the above company, do appropriate solemnly and sincerely declare that the debt for which the charge described below was given has been ‡ insert a description of the instrument(s) paid or satisfied in [full][part]t. creating or evidencing the Date and Description of charge‡_ charge, eg 'Mortgage', Date of Registrations 18.4.9 'Charge', 'Debenture' etc. Name and address of [chargee][trustee-for-the-debenture-holders] o the date of registration may be confirmed from the Short particulars of property chargeds _ Au on certificate § insert brief details of And I make this solemn declaration conscientiously believing the same to be true and by virtue of the property provisions of the Statutory Declarations Act 1835. Declared at Declarant to sign below day of one thousand nine hundred and __OLAck before me A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths Presentor's name address and For official Use.

0

0

reference (if any):

KIDSONS LINEY



COMPANIES HOUSE 2 9 APR 1993



Please do not write in this margin **COMPANIES FORM No. 395** 

## Particulars of a charge

Pursuant to section 395 of the Companies Act 1985



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

* insert full name of company

M 354c.

For official use

Company number

2311588

Name of company

·WALSHY'S FACILITIES

LID

("THE MORTGAGOR")

Date of creation of the charge

To the Registrar of Companies

(Address overleaf - Note 5)

8TH JUNE

1993

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

A credit agreement entitled "PROMPT Credit Application" dated \$16.93, between the Mortgagor and Close Brothers Limited (the "Mortgagee") (the "PROMPT Agreement").

Amount secured by the charge

£..16341:20... being the total amount payable (inclusive of credit charge) by the Mortgagor to the Mortgagee pursuant to the terms of the PROMPT Agreement.

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

Close Brothers Limited (PROMPT)

36 Great St. Helen's

London

Postcode

EC3A 6AP

15%

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

PROMPT Department Close Brothers Limited For official Use
Modgage Section
FIGURE 1975

12 JUN1993

Post room

PR11
12 JUN 1993

Time critical reference

Page 1

All its right, title and interest in and to all sums payable (including by way of refund) under the insurance, particulars whereof are set out below, as from time to time varied or extended and the benefit of all powers and remedies for cancelling and/or enforcing the same.

Particulars of Policies:

Type

Insurers

Policy No

Period 12 months from)

Premium

£

SEE CONTINUATION SHEET.

Particulars as to commission allowance or discount mote 31

Nil

Signed

On behalf of [company][chargee]t

Date

10/6/93

† delete as appropriate

Please do not write in this margin

Please complete legibly, preferably

in black type, or

bold block lettering

#### Notes

- 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.
- A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 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.
- If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- : The address of the Registrar of Companies is:-Companies House, Crown Way, Cardiff CF4 3UZ

Continuation Sheet .....

Short Particulars of all the property mortgaged or charged

Company House Reg. No. : 2311588

Close Brothers Ref: 202207

Client Name : Walshys Facilities Ltd

Type	Insurers	Policy No.	Period	Premium
CC	LLOYDS (	01CC205875	08-MAY-93	4,241.69
MISC	XALA	0590/10087/A	08-MAY-93	11,532.28

### FILE COPY



# CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 8th JUNE 1993 and created by WALSHYS FACILITIES LIMITED

for securing £16,341.80 due from the Company to CLOSE BROTHERS LIMITED under the terms of THE CHARGE

was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 12th JUNE 1993

Given under my hand at the Companies Registration Office,

No. 2311588

Cardiff the 17th JUNE 1993

an authorised officer

C.69

post

HC021B