

## Particulars of a mortgage or charge

395

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

CHFP025

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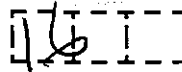
Please complete legibly, preferably in black type, or bold block lettering

insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number



02567540

Name of company

\* Independent Trustee Services Limited (the "Company")

Date of creation of the charge

9 March 2000

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

Mortgage Deed made between Malcolm McLeod Scott McPhail, Norah O'Brien McPhail, Kirsty Lynn McPhail and the Company (together the "Borrower")  
(1) Woolwich plc (the "Mortgagee") (2) (the "Charge")

Registered pursuant to an order of Court dated 13/01/03.

Amount secured by the mortgage or charge

- (a) All monies obligations and liabilities from time to time due owing or incurred by the Borrower to the Mortgagee under the terms of the Charge or any Offer or on any account whatsoever and whether actual or contingent in each case whether alone or jointly with any other person or body and in whatever style name or form and whether as principal or surety together with interest thereon at the Interest Rate to the date of repayment (whether before or after any demand made or judgement obtained) together with commission banking legal and other costs charges and expenses (on a full indemnity basis) and

(See continuation pages)

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

Woolwich plc  
Watling Street  
Bexleyheath  
Kent

Postcode DA6 7RR

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

Addleshaw Booth & Co  
Sovereign House, PO Box 8,  
Sovereign Street, Leeds,  
LS1 1HQ

Ref: CER/27932-2886

Time critical reference

For official Use  
Mortgage Section

Post room



A17  
COMPANIES HOUSE

0851  
23/01/03

RE-SCAN

Please do not  
write in  
this margin

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

- 1 By way of legal mortgage the Company's interest in the Property
- 2 By way of charge the Company's interest in the benefit of all gross rents licence fees and other monies receivable at the date of the Charge at any time during the Charge by the Borrower in respect of or arising out of any lease licence or other agreement relating to the Property or otherwise without limitation derived by or paid to or received by the Borrower in respect of the Property (including without limitation all mesne profits) but excluding (except in the case of default on the part of the Borrower) insurance rents or service charges or the like and any value added tax thereon and all right title and interest to and in the same and the benefit thereof and the right to make demand for and to receive the same
- 3 By way of floating charge the Company's interest in all moveable plant, machinery, implements, building materials, utensils, furniture and equipment now or from time to time located at the Property or used in connection with the Business

(See continuation pages)

Particulars as to commission allowance or discount (note 3)

None

Signed

*Addleshaw Borthwick*

Date 20 January 2003

On behalf of ~~XXXXXX~~ [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 CF14 3UZ

CHFP025

## Particulars of a mortgage or charge (continued)

Please do not  
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binding margin

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

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

Company Number

02567540

Name of Company

Independent Trustee Services Limited (the "Company")

Limited\*

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

- (b) all losses costs charges and expenses however incurred by the Mortgagee or any receiver or receivers appointed by the Mortgagee under the Charge in connection with the exercise by the Mortgagee or any receiver or receivers appointed by the Mortgagee under the Charge of any powers conferred by the Charge by statute or which they or either of them shall incur in connection with the recovery or attempted recovery of the liabilities secured by the Charge or the preservation or attempted preservation of the Charge or any other security held by the Mortgagee for any liabilities of the Borrower to the Mortgagee and
- (c) all costs and expenses incurred by the Mortgagee in connection with any claims or proceedings brought by the Borrower or any third party or taken by the Mortgagee against the Borrower and/or any third party in connection with the validity of the Charge or the exercise of any right remedy or power of the Mortgagee whether conferred by the Charge or otherwise and
- (d) interest at the Interest Rate on all such monies charges obligations and liabilities and all such costs and expenses and
- (e) without prejudice to the generality of the foregoing any:
  - (i) early redemption payment(s);
  - (ii) break costs;
  - (iii) interest the Default Rate (as defined in the Charge);
  - (iv) Miscellaneous Debit.

The Charge is made for securing further advances (including re-advances) being all further advances in respect of which the relevant Offer provides that the loan to be made should be secured by the Charge but the Mortgagee is not obliged to make any further advances.

In this form:

"Interest Rate" in relation to any offer has the meaning as set out in that offer and (where the context so requires or permits) the meaning contained in the Mortgage Conditions incorporated in the Charge;

"Miscellaneous Debit" means a sum (other than any loan interest or principal or part of a loan made pursuant to the Charge) which by the terms of the Charge the Mortgagee becomes entitled to debit to an account in the name of the Borrower;

"Offer" means the offer made by the Mortgagee and accepted by the Borrower to provide loan or other facilities.

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

4 By way of assignment the Company's interest in:

- (a) the goodwill (if any) of the Business
- (b) the benefit of all licences, authorisations, permissions and registrations relating to the property and assets of the Borrower mortgaged charged or assigned pursuant to terms of the Charge or the Business

5 By way of assignment the Company's interest in:

- (a) the benefit of any covenant, agreement, option, undertaking, charge, right, indemnity or remedy relating to the Property or to the services to it
- (b) the benefit of any compensation of any kind whatsoever available to the Borrower in respect of the Property
- (c) all rights whether or not in being at the date of the Charge which may be or become exercisable by the Borrower and any money which (ex gratia or otherwise) may be or become payable in respect of the Property or any damage or injury or depreciation relating to the Property
- (d) the benefit of any other obligation, security, right or indemnity affecting the Property

Note: The Company covenants in the Charge:

- (a) not to sell or otherwise dispose of the property and assets of the Company mortgaged, charged or assigned pursuant to the terms of the Charge or create any mortgage or charge over it without the prior written consent of the Mortgagee
- (b) not to grant or agree to grant lease or accept or agree to accept surrenders of leases or vary or agree to vary the terms of any lease or grant or agree to grant any contractual licence, right to possess or share occupation or possession in respect of the Property or consent to any assignment or subletting of an existing lease or sublease without the prior written consent of the Mortgagee

In this form:

"Business" means the business (if any) carried on by the Borrower (whether or not from or at the Property);

"Property" means: 35 Winchester Street Basingstoke Hampshire (title number HP566481) and includes any part or parts of the Property and all fixtures which are at the date of the Charge or at any future time may be affixed to it.

IN THE HIGH COURT OF JUSTICE  
CHANCERY DIVISION  
LEEDS DISTRICT REGISTRY  
IN THE MATTER OF WOOLWICH PLC

Claim No.

34400020

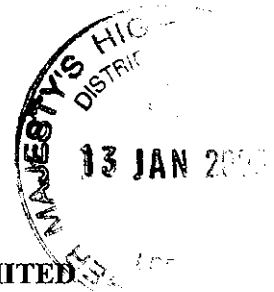
and

IN THE MATTER OF INDEPENDENT TRUSTEE SERVICES LIMITED

and

IN THE MATTER OF THE COMPANIES ACT 1985

*Before District Judge Fairwood*



**ORDER**

*13 JANUARY 2003*  
UPON THE APPLICATION dated ~~19 December 2002~~ of the above named Applicant, Woolwich plc whose registered office is situated at Watling Street, Bexley Heath, Kent, DA6 7RR.

AND UPON HEARING the Solicitor for the Applicant

AND UPON READING the witness statement of Catherine Elizabeth Rhodes together with the exhibit "CER1" dated 13 January 2003.

AND UPON THE COURT being satisfied that the omission to deliver to the Registrar of Companies pursuant to Section 400 of the Companies Act 1985 the legal charge detailed in the schedule below was due to inadvertence and that it is just and equitable to grant relief pursuant to Section 404 of the said Act.

**IT IS ORDERED THAT:**

- 1 The time for delivering to the Registrar of Companies for registration the legal charge detailed in the Schedule below be and is hereby extended to *3 Feb* 2003.
- 2 The Applicant do deliver a sealed copy of this Order to the Registrar of Companies.
- 3 This Order is made without prejudice to the rights of any person acquired between the date of creation of the said legal charge and the date of its actual registration.

Dated 13 January 2003

## **SCHEDULE**

- 1 A legal charge dated 9 March 2000 granted by Malcolm McLeod Scott McPhail, Norah O'Brien McPhail, Kirsty Lynn McPhail and Independent Trustee Services Limited as Trustees of the Lamron Estates Pension Scheme in favour of Woolwich plc over the freehold property known as land and buildings at 35 Winchester Street, Basingstoke, RG21 7EE and registered at HM Land Registry under title number HP566481 ("the Property")



FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02567540

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DEED DATED THE 9th MARCH 2002 AND CREATED BY INDEPENDENT TRUSTEE SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE BORROWER TO WOOLWICH PLC ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 23rd JANUARY 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th JANUARY 2003.

*PGC*

THIS CERTIFICATE  
HAS BEEN CANCELLED  
IN FAVOUR OF A NEW  
CERTIFICATE DATED

*03/02/03*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

FILE COPY



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GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd FEBRUARY 2003.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —