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CHFP004

COMPANIES FORM NO. 395

## Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect of each register entry for 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  
(Address overleaf - Note 6)

For official use

Company number

2848787

\*Insert full name  
of Company

Name of company

OyezStraker Holdings Limited (the "Company")

Date of creation of the charge

17 April 2003

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

Fixed and floating charge (the "Charge")

Amount secured by the mortgage or charge

All the Company's obligations and liabilities, whether actual, accruing or contingent, now or in future due, owing or incurred to the Bank by the Company, in whatever currency denominated and on whatever account and howsoever arising, whether alone or jointly and in whatever style, name or form and whether as principal or surety.

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

The Royal Bank of Scotland Commercial Services Limited

Smith House, Elmwood Avenue

Feltham, Middlesex

Postcode

TW13 7QD

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

Osborne Clarke Ref:RK/0864649  
Apex Plaza  
Forbury Road  
Reading  
RG1 1AX

For official Use  
Mortgage Section



A35  
COMPANIES HOUSE

\*A8GGGKCQ\*

0865  
23/04/03

Time critical reference

Short particulars of all the property mortgaged or charged

1. A **fixed charge** by way of legal mortgage on all freehold and leasehold property owned by the Company.

2. A **fixed charge** on all of the following assets, whether now or in future belonging to the Company:

- (i) the freehold and leasehold properties of the Company including such as may hereafter be acquired;
- (ii) all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to the property subject to the legal mortgage under 2(i) above and all spare parts, replacements, modifications and additions for or to the same;
- (iii) any other freehold and leasehold property which the Company shall own, together with all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to such property and all spare parts, replacements, modifications and additions for or to the same;
- (iv) all plant and machinery and other equipment and all spare parts, replacements, modifications and additions for or to the same;

(continued on Continuation Sheet)

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)

For The Royal Bank of Scotland Commercial Services Limited

Signed Osborne Clarke

Date 22 April 2003

On behalf of [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)*

**Notes**

†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.
- 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 CF4 3UZ, DX: 33050 Cardiff

- (v) all fixed plant and machinery, including all spare parts, replacements, modifications and additions for or to the same;
- (vi) all goodwill, unpaid and/or uncalled capital for the time being of the Company;
- (vii) all the Company's intellectual property rights including but not limited to all patents (including applications, improvements, prolongations, extensions and right to apply therefor), designs (whether registered or unregistered), copyrights, design rights, trade marks and service marks (whether registered or unregistered), utility models, trade and business names, know-how, formulae, inventions, confidential information, trade secrets and computer software programs and systems (including the benefit of any licences or consents relating to any of the above) and all fees, royalties or other rights derived therefrom or incidental thereto in any part of the world;
- (viii) all the Company's stocks, shares, bonds and securities of any kind whatsoever and whether marketable or otherwise and all other interests (including but not limited to loan capital) both present and future held by the Company in any person and includes all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property offered at any time by way of dividend, conversion, redemption, bonus, preference, option or otherwise in respect thereof;
- (ix) all loan capital, indebtedness or liabilities on any account or in any manner owing to the Company from any subsidiary of the Company or a member of the Company's group;
- (x) all amounts realised by an administrator or liquidator of the Company, upon enforcement or execution of any order of the Court under Part IV of the Insolvency Act 1986.

3. A **fixed charge** on all or any of the following assets, whether now in existence or coming into existence in future:

- (i) all documents of title to any item of property which at any time and for any purpose has been or may be deposited with the Bank;
- (ii) the assets mentioned in the title documents referred to in 3(i) above;
- (iii) all monies in the bank account specified in OBLIGATIONS 1 AND 2 and Remittances\* in respect of which instructions to the Company's bankers have been given under OBLIGATION 2(iii);
- (iv) all Remittances in respect of the Company's Book and Other Debts\* which in accordance with clause OBLIGATION 2(ii) shall be received by the person or at the address or post office box specified in that sub-clause;
- (v) all other Remittances in respect of Book and Other Debts received by the Company pending their being dealt with in accordance with the terms of this deed or any instructions given in accordance with it;
- (vi) any account in the name of the Company under the control of or operated in accordance with the directions of the Bank.

4. A **floating charge** on the remainder of the undertaking, property rights and assets of the Company whatsoever and wheresoever, both present and future, not subject to the above charges.

## OBLIGATIONS

The Company also has the following, but not exhaustive, OBLIGATIONS to the Bank:

The Company agrees with the Bank that whilst this security exists, it:

1. following the charge over the Company's Book and Other Debts becoming a fixed charge will, as directed by the Bank, open such bank accounts in the name of the Company with such mandates as the Bank may specify, subject as provided in the Priority Agreement; (such bank accounts can include separate designated accounts or trust accounts or accounts where the officers of the Bank are irrevocably appointed as the only persons able to operate the accounts) and will thereafter pay into such bank accounts all Remittances which the Company may receive in respect of its Book and Other Debts and will only deal with the monies in such accounts in accordance with the written directions of the Bank (subject only to such rights as the bank at which the account is held may have in respect thereof);
2. subject as provided in the Priority Agreement, following the charge over the Company's Book and Other Debts becoming a fixed charge will, as directed by the Bank, give the following instructions:
  - (i) to debtors to pay Remittances in respect of the Company's Book and Other Debts direct into such bank account under the control of the Bank (and whether in the name of the Company or the Bank) as the Bank may specify and whether or not this is an account opened under the terms hereof; and/or
  - (ii) to debtors to pay Remittances in respect of the Company's Book and Other Debts to such address, or post office box under the control of the Bank or to such person employed by or only accepting instructions from the Bank as the Bank may specify; and/or
  - (iii) to the Company's bankers that all Remittances in respect of Book and Other Debts received by means of electronic funds transfers direct into a bank account of the Company shall forthwith be transferred to such bank account as the Bank may specify (whether the specified bank account is in the name of the Company or the Bank and whether or not it is an account opened under the terms hereof)

but in each case without affecting the right of the Bank to give other directions.

\*The following words shall have the following meanings attributed to them:

"Book and Other Debts" means all sums due and owing or accruing due and owing to the Company whether or not on account of its trading, both present and future.

"Priority Agreement" means the agreement between inter alios (1) the Company (2) the Bank and (3) National Westminster Bank Plc

"Remittance" means cash, cheques, bills of exchange, negotiable and non negotiable instruments, letters of credit, orders, drafts, promissory notes, electronic payments and any other instruments, methods or forms of payment or engagement.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02848787

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND FLOATING CHARGE DATED THE 17th APRIL 2003 AND CREATED BY OYEZSTRAKER HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF SCOTLAND plc ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 23rd APRIL 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th APRIL 2003.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*  
— for the record —

*R. P. A.*