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bold block lettering

\* Insert full name  
of company

**COMPANIES FORM No. 395****Particulars of a mortgage or charge****395**

Pursuant to section 395 of the Companies Act 1985

**M24**

To the Registrar of Companies

For official use

Company number

☒ 13 ☐  
3

2871100

Name of company

\* Bede Investment Properties Limited (the "Company")

Date of creation of the charge

1 February 1994

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

Legal Charge relating to Lympe Industrial Park (the "Charge")

Amount secured by the mortgage or charge

All present and future monies and liabilities actual or contingent whether of principal, interest or otherwise which may (on or at any time after demand) be due, owing or incurred by the Company to the Bank whatsoever or howsoever (including without limitation, under the Facility Agreement, the Assumption Deed, the Facility Amendment Agreement, the Legal Charges (including the Charge), the Counter-Indemnity and the Debenture), on any current or other account whatever held by the Company with the Bank, whether actual or contingent and whether alone, jointly with others or in any other capacity (notwithstanding that there may from time to time be a credit or nil balance on any such account) including (without limitation) all liabilities for, or arising out of or under money advanced, bills of exchange, promissory notes, obligations with respect to letters of credit, guarantees and indemnities, swaps or other hedging arrangements entered into by the Company, or any other security (and its rights thereunder) held by the Bank from time to time (the Indebtedness).

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

The First National Bank of Boston 39 Victoria Street

London (the "Bank")

Postcode

SW1H 0ED

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

S J Berwin & Co  
222 Grays Inn Road  
London  
WC1X 8HB

196/B6189.13/33111/bmw

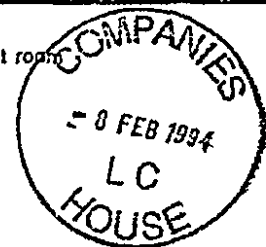
Time critical reference

For official use  
Mortgage Section

REGISTERED

1 - 8 FEB 1994

Post room



Short particulars of all the property mortgaged or charged

the Company as beneficial owner (to the intent that the Charge created shall extend to all the beneficial interests of the Company in the assets charged and the proceeds of sale or other realisation of them):

(a) charges to the Bank:

- (i) by way of legal mortgage the Real Property; and
- (ii) by way of floating charge all moveable plant, machinery, implements, utensils, furniture and equipment at the date of the Charge or from time to time placed on or used in or about the Real Property; and

(b) assigns to the Bank:

- (i) all the benefit of each of the personal covenants given or contained in the Occupational Leases (if any) and any guarantees given in respect of payment of the rent reserved by or performance and observance of the tenants covenants therein contained in them;

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Particulars as to commission allowance or discount (note 3)

NIL

Signed

*S. J. Benni & Co*

Date

*4 February 1994*

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.

## COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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**Particulars of a mortgage or charge  
(continued)**

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

CHA 116

Company Number

2871100

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Name of Company

Bede Investment Properties Limited (the "Company")

limited

\* delete if  
inappropriate

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

Amount due or owing on the mortgage or charge (continued)

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

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- (ii) all the benefit of the guarantees, warranties and representations given or made by and any rights or remedies against all or any of the architects, quantity surveyors and consulting engineers, suppliers, manufacturers and other professionals and persons now or at any time appointed or engaged in respect of the Real Property, including (without prejudice to the generality of the foregoing) the right to prosecute in the name of the Company any proceedings against such persons in respect of such matters and the benefit of all sums recovered in any proceedings against all or any such persons;
- (iii) all rights of copyright vested in the Company from time to time and any plans and specifications prepared in connection with the Real Property, together with any implied licence of the Company in any such plans and specifications the copyright of which is not vested in the Company;
- (iv) subject to clause 5 of the Debenture the benefit of the Rents 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; and
- (v) all the interest of the Company in any insurance policies maintained in respect of the Real Property.

Note: The Company shall:

- (a) not (except in favour of the Bank) create, grant, extend or permit to subsist any mortgage, charge, lien or other interest in the nature of security or any floating charge on or over the Mortgaged Property or any part of them or agree to do any such thing;
- (b) not sell, transfer or otherwise dispose of (or agree to so deal with) the Mortgaged Property or any part of them, save that this provision shall not apply to such of the Mortgaged Property as is charged under Clause 3.1(a)(ii) of the Charge only where any such disposals are made for full value in the ordinary and proper course of its business;
- (c) not pull down or remove all or any part of the buildings forming part of the Mortgaged Property or sever, unfix or remove any of the fixtures on the Mortgaged Property nor (except for necessary repairs or the substitution of full value replacements) remove any plant and machinery from the Mortgaged Property.
- (d) not without the prior consent in writing of the Bank such consent not to be unreasonably withheld or delayed, change or permit or suffer to be changed the present user of the Mortgaged Property;
- (e) not without the prior consent in writing of the Bank such consent not to be unreasonably withheld or delayed, make any application for planning permission or enter into any agreement under the Planning Acts in respect of the Mortgaged Property or any part thereof, and in the event of planning permission being obtained, produce the same to the Bank within seven days of receipt thereof by the Company, and not to implement the same until the said permission has been acknowledged by the Bank to be acceptable to it;

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COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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**Particulars of a mortgage or charge  
(continued)**

Continuation sheet No. 2  
to Form No 395 and 410 (Scot)

CHA 115

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Company Number

2871100

Name of Company

Bede Investment Properties Limited (the "Company")

limited

\* delete if  
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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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

- (f) not without the prior consent in writing of the Bank, enter into any negotiations with an Authority with regard to or to consent to the acquisition of the Mortgaged Property or any part thereof and, if so requested by the Bank, permit the Bank or its servants or agents to conduct such negotiations or to give any such consent on the Company's behalf;
- (g) not without the prior consent in writing of the Bank, exercise the powers of leasing, agreeing to lease or accepting surrenders of leases conferred upon the Company by Sections 99 and 100 of the Law of Property Act 1925 and not vary any lease so permitted or existing at the date hereof (if any) or to enter into or permit or suffer any parting with possession of or sharing arrangement in respect of the Mortgaged Property or any part thereof;
- (h) with respect to the Occupational Leases save as provided in the Facility Agreement or in the Facility Amendment Agreement:
- (i) not vary the terms of such Occupational Leases without the prior consent in writing of the Bank;
  - (ii) not agree the amount of any reviewed rent without the prior consent in writing of the Bank and, in the event of such rent being determined by a third party, procure that any representations made by the Bank are put before such third party to the reasonable satisfaction of the Bank;
  - (iii) not agree the terms of any renewed Occupational Lease or the amount of any interim rent payable under Section 24 (A) of the Landlord and Tenant Act 1954 without the prior consent in writing of the Bank and, in the event that the terms of such renewed Occupational Lease or rent are determined by the Court, procure that any representations made by the Bank are put before the Court to the reasonable satisfaction of the Bank;
  - (iv) not grant any consent under or in connection with the Occupational Leases without the prior consent in writing of the Bank.

In this M395 the following terms have the following meanings

**Ashleigh Companies** - means together Ashleigh International Limited, Ashleigh Group Limited and Ashleigh Investment Properties Limited (all in administrative receivership);

**Assumption Deed** - means the assumption deed dated 1 February 1994 and made between the Bank, the Company and the Ashleigh Companies (acting by their respective administrative receiver), pursuant to which the Company assumes part of the debt due to the Bank by the Ashleigh Companies in accordance with the terms set out therein;

**Authority** - means government department, local or public authority or statutory undertaker;

**Counter-Indemnity** - means the counter-indemnity dated 1 February 1994 (as the same may be varied, amended or supplemented from time to time) and issued by the Company in favour of the Bank pursuant to the Facility Amendment Agreement;

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COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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**Particulars of a mortgage or charge  
(continued)**

Continuation sheet No. 7  
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

2871100

Name of Company

Bode Investment Properties Limited (the "Company")

limited%

\* delete if  
inappropriate

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

Amount due or owing on the mortgage or charge (continued)

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

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Debenture - means the debenture dated 1 February 1994 herewith between the Company and the Bank;

Facility Agreement - means the facility agreement dated 1 February 1994 between the Company and the Bank (as the same may be varied, amended, altered or supplemented from time to time), pursuant to which the Bank agreed to make available to the Company a facility in the maximum sum of £13,250,000;

Facility Amendment Agreement - means the facility amendment agreement annexed to and incorporated by reference to the Assumption Deed;

Legal Charges - means the legal charges to be entered into by the Company in favour of the Bank in respect of the Properties in the form annexed to the Debenture;

Mortgaged Property - means all the property, undertaking and assets of the Company which are subject to the security created by Clause 3 of the Charge, including the Real Property;

Occupational Leases - has the meaning given to that expression in the Facility Agreement;

Properties - means those freehold and leasehold properties described in the third schedule of the Facility Agreement;

Real Property - means Firstly ALL THAT freehold land known as Lympne Industrial Park, Otterpool Lane, Lympne Kent as the same is registered with absolute title at HM Land Registry under title number K666453 and shown edged in red on the filed plan of the above title; and

Secondly ALL THAT freehold land known as land forming part of Unit A3 Lympne Industrial Park, Lympne Hythe Kent as the same is registered with absolute title at HM Land Registry under title number K687389 and shown edged in red on the filed plan of the above title.

Rents - has the meaning given to that expression in the Facility Agreement;

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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. 02871100

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 1st FEBRUARY 1994 AND CREATED BY "BEDE INVESTMENT PROPERTIES LIMITED" FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE FIRST NATIONAL BANK OF BOSTON ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 8th FEBRUARY 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th FEBRUARY 1994.

**M. SAHA**

for the Registrar of Companies



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

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