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\* insert full name  
of Company

## 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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[[ 181 ]]

2909590

Name of company

\* CHOLSO LIMITED the registered office of which is at Bellourne, 103 High  
Street, Esher, Surrey KT10 9QE (the "Chargor").

Date of creation of the charge

14th April 1999

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

Debenture dated 14th April 1999 made between the Chargor (1) and the  
Chargee (as defined below) (2) (the "Debenture").

Amount secured by the mortgage or charge

See Rider 1.

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

JC & D Holdings Limited (registered in Jersey) the registered office of  
which is at La Motte Chambers, St Helier, Jersey, Channel Islands (the  
"Chargee").

Postcode JE1 1BJ

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

Nabarro Nathanson  
50 Stratton Street  
London  
W1X 6NX

(TBA/TBA/FXB) 916523

Time critical reference

For official Use  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

See Rider 2.

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Particulars as to commission allowance or discount (note 3)

Nil.

Signed *Nabers Nathan*

Date 4 / 5 / 99

On behalf of ~~company~~ [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 CF4 3UZ

## **RIDER 1**

### **Amount Secured by the mortgage or charge**

The Chargor shall on demand pay to the Chargee or discharge, as the case may be, all the Secured Liabilities when the Secured Liabilities become due.

For these purposes:

#### **“Secured Liabilities”**

means all present and future moneys, debts and liabilities from time to time due, owing or incurred by the Chargor to the Chargee whether actual or contingent and whether owed jointly or severally with any other person or in any other capacity whatsoever.

## **RIDER 2**

### **Short Particulars of all the property mortgaged or charged**

By way of continuing security in favour of the Chargee for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee hereby charges to the Chargee the property set out below in the manner set out below:

- 1.1.1. By way of legal mortgage, the Scheduled Property and all Rights relating to the Scheduled Property in existence at the date of the Debenture.
- 1.1.2. By way of fixed charge:
  - (a) the Property and all Rights relating to it not effectively mortgaged in the Chargee's favour as security for the Secured Liabilities; and
  - (b) all Rights relating to the Scheduled Property coming into existence after the date of the Debenture.
- 1.1.3. By way of fixed charge, the Book Debts.
- 1.1.4. By way of fixed charge, all the Intellectual Property owned, possessed or controlled by the Chargor.
- 1.1.5. By way of first fixed charge, the Plant and Machinery.
- 1.1.6. By way of fixed charge, the Shares.
- 1.1.7. By way of fixed charge, all the goodwill and uncalled capital for the time being of the Chargor.
- 1.1.8. By way of floating charge, all the undertaking and assets of the Chargor whatsoever, wherever situate, whether movable, immovable, present or future (including, without limitation, its uncalled capital for the time being and all the undertaking and assets of the Chargor referred to above which are, for any reason, for the time being subject to a valid mortgage, assignment or fixed charge in favour of the Chargee not under the Debenture or any other Security Document).
- 1.2. **Assignments**

By way of continuing security in favour of the Chargee for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee hereby assigns absolutely to the Chargee all the Chargor's interest in any contract in respect of the whole or any part of the Property and in any collateral warranties with trade contractors or professionals relating to the Property.

The Debenture also contains a Negative Pledge:

The Chargor shall not:

- (a) create, purport to create or allow to subsist, any Security Interest over the whole or any part of the Charged Property except for any Permitted Security Interest; or
- (b) convey, assign, transfer, or agree to convey, assign or transfer the whole or any part of the Charged Property except in the ordinary course of its trade in respect of that part of the Charged Property which is subject only to an uncrystallised floating charge in favour of the Chargee.

For these purposes:

**“Book Debts”**

means:

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions), both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Chargor; and
- (b) the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets);

**“Charged Property”**

means the whole or any part of the property, assets, income and undertaking of the Chargor from time to time mortgaged, charged or assigned to the Chargee under the Debenture;

**“Intellectual Property”**

means all subsisting patents and subsisting rights of a similar nature held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents, registered and unregistered trade marks, registered and unregistered service marks, registered designs, utility models (in each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of the world, inventions, business names, trade names, brand names, copyright and rights in the nature of copyright, design rights and get-up and any similar rights existing in any country; all the body of knowledge, technical

experience, expertise and skills, technical processes, secret processes, formulae and technical information held by the Chargor and relating to its business, which is not in the public domain; and the benefit (subject to the burden) of any and all agreements, arrangements and licences in connection with any of the foregoing;

**“Permitted Security Interest”**

means the security constituted by the Debenture and liens arising by operation of law in the ordinary course of business;

**“Plant and Machinery”**

means all plant and machinery, equipment, fittings, installations and apparatus, tools, motor vehicles and all other moveable assets (other than fixtures) of any kind and in any place which are the property of the Chargor at the date of the Debenture or which become the property of the Chargor after the date of the Debenture;

**“Property”**

means the Scheduled Property and all other estates and other interests in any freehold, leasehold or other immovable property (including, without limitation, all fixtures (other than tenant’s fixtures) on such property) which are the property of the Chargor at the date of the Debenture or which become the property of the Chargor after the date of the Debenture, all proceeds of sale derived from that property and the benefit of all covenants to which the Chargor is entitled in respect of that property;

**“Rights”**

means all the Chargor's rights, title and interest from time to time in any lease, licence or occupational right (or an agreement for any of them) together with all the Chargor's rights, title and interest from time to time in any renewal of, replacement of or variation to any lease, licence or occupational right (or an agreement for any of them);

**“Scheduled Property”**

means all the property short particulars of which are set out in the Schedule below (The Scheduled Property), including, without limitation, all fixtures (other than tenant’s fixtures) on that property;

**“Security Documents”**

means any document entered into by any person from time to time creating any Security Interest, directly or indirectly, for the Secured Liabilities including, without limitation, the Debenture;

**“Security Interest”**

means any mortgage, charge, assignment, pledge, lien, right of set-off, hypothecation, encumbrance, priority or other security interest (whether fixed or floating) including, without limitation, any “hold-back” or “flawed asset” arrangement together with any preferential right, retention of title, deferred purchase, leasing, sale or purchase, sale and leaseback arrangement, trust agreement, declaration of trust, trust arising by operation of law, any option or agreement for any of the same or any arrangement which has substantially the same commercial or substantive effect as the creation of security; and

**“Shares”**

means all stocks, shares and other securities for the time being owned or held by the Chargee and all rights, dividends, interest and other property (whether of a capital or income nature) accruing, offered, issued or deriving at any time by way of dividend, bonus, redemption, exchange, purpose, substitution, conversion, consolidation, subdivision, preference, option or otherwise attributable to any of the Shares previously described.

**THE SCHEDULE**

**The Scheduled Property**

<b>Short Description of Property</b>	<b>Title Number (if any)</b>
Tessa Yard Sangora Road London SW11 1RL	LN 146044

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02909590

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 14th APRIL 1999 AND CREATED BY CHOLSO LIMITED FOR SECURING ALL PRESENT AND FUTURE MONEYS, DEBTS AND LIABILITIES FROM TIME TO TIME DUE, OWING OR INCURRED BY THE COMPANY TO JC & D HOLDINGS LIMITED WHETHER ACTUAL OR CONTINGENT AND WHETHER OWED JOINTLY OR SEVERALLY WITH ANY OTHER PERSON OR IN ANY OTHER CAPACITY WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th MAY 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th MAY 1999.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



COMPANIES HOUSE