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in black type, or  
bold block lettering

\* Full name of  
company

## COMPANIES FORM No.395

### Particulars of a mortgage or charge

# 395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

*SM*

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2963940

Name of company

\* CORNWALL LIMITED (the "Company")

Date of creation of the charge

21st December 1994

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

Debenture (the "Debenture")

Amount secured by the mortgage or charge

011  
All monies which at the date of the Debenture were or at any time thereafter might be due or owing by the Company to Henry Ansbacher & Co. Limited (the "Bank") on any current or other account and all other liabilities, whether actual or contingent, at that time or thereafter existing or incurred by the Company to the Bank (whether in either case due, owing or incurred by the Company alone or jointly with any other person(s) and in whatever name, firm or style and whether as principal or surety, and whether originally incurred, due or owing to the Bank or becoming so incurred, due or owing by virtue of a transfer or assignment or other disposition thereof to or in favour of the Bank) together with interest, discount, commission and other banking charges.

Name(s) and address(es) of the mortgagee(s) or person(s) entitled to the charge

Henry Ansbacher & Co. Limited, One Mitre Square, London, EC3A 5AN, Company Number 887900

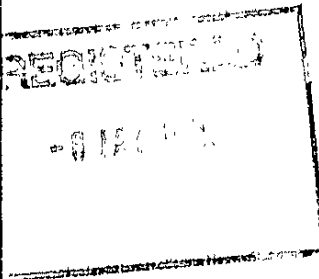
Presentor's name address and reference (if any):

CAMERON MARKBY HEWITT  
Sceptre Court 40 Tower Hill London  
EC3N 4BB

Ref: JJC (B35)

Time critical reference

For official use  
Mortgage Section



Post room



**FIRST:** All estates and other interests in freehold, leasehold and other immovable property wheresoever situate at the date of the Debenture or thereafter belonging to the Company (including without limitation the property, if any, of the Company described or referred to in the Schedule to the Debenture, but excluding land in Scotland) and all buildings, trade and other fixtures, fixed plant and machinery from time to time on any such freehold, leasehold and other immoveable property including, without limitation all vendor's liens, mortgages, charges, options agreements and rights affecting land of any tenure wheresoever situate (other than land in Scotland) to which the Company was at the date of the Debenture or may thereafter become entitled;

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**SECONDLY:** Independently of Firstly above, all rents, licence fees, mesne profits, recoveries under any distress, payments in respect of service charges, insurance premiums or outgoings, incomes, compensations, incomes and payments from time to time received or receivable by or on behalf of the Company from or in respect of any other the assets mentioned firstly above;

**THIRDLY:** All book and other debts and monetary claims including, without

Particulars as to commission allowance or discount (note 3)

NIL

Signed Cameron Markbykewell Date 6.1.95On behalf of ~~[company]~~ [mortgagee/chargee] †† 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 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 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF4 3UZ

limitation, deposits and credit balances held with the Bank or third parties from time to time and things in action which give rise or may give rise to any such debt or claim at the date of the Debenture or at any time thereafter due or owing to the Company, together with the full benefit of all guarantees and securities therefor and indemnities in respect thereof and on negotiable instruments, liens, reservations of title, rights of tracing and other rights enabling the Company to enforce any such debts or claim;

FOURTHLY: All stocks, shares, debentures, loan capital, rights to subscribe for, convert other securities into or otherwise acquire any stocks, shares, debentures or loan capital of any other body corporate now or at any time hereafter belonging to the Company, together with all distributions, dividends, interest and other property or rights of whatsoever kind deriving from or incidental to any of the foregoing;

FIFTHLY: The goodwill of the Company and the uncalled capital of the Company at the date of the Debenture or at any time thereafter in existence and future calls (whether made by the directors of the Company or by a receiver or a liquidator);

SIXTHLY: All trade names, brand names, registered and unregistered trade or service marks, trade and industrial secrets, computer programmes and source codes, copyrights, patents, inventions and intellectual property or any licences to use any of the same (together the "intellectual property") to which the Company is at the date of the Debenture or may thereafter become entitled and all fees, royalties and other rights of every kind deriving from the intellectual property at such date or at any time thereafter belonging to the Company;

SEVENTHLY: All plant and machinery at the date of the Debenture or at any time thereafter belonging to the Company (excluding however plant and machinery for the time being forming part of its stock in trade or work in progress and all trade and other fixtures and fixed plant and machinery mentioned Firstly above) and all the right, title and interest of the Company in any plant, machinery and chattels from time to time held by the Company under any hiring, hire purchase, conditional or deferred sale or retention of title agreements and all the interests and rights of the Company under such agreements;

EIGHTHLY: All chattels at the date of the Debenture or at any time thereafter hired, leased or rented by the Company to any other person together in each case with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract;

NINTHLY: All entitlements which the Company may at any time have to the payment of any money or the release, vesting or transfer of any other property by reason of an order made under sections 238, 239, 242, 243 or 423 Insolvency 1986 or resulting from any settlement or compromise of any claim under any of those sections;

TENTHLY: All the Company's land and other property present or future, for the time being or from time to time situate in Scotland;

ELEVENTHLY: All such parts of the Company's undertaking, property and assets, present and future, as are for the time being or from time to time:

(i) situate outside Scotland; and

(ii) not subject to any fixed charge in favour of the Bank as referred to Firstly, Secondly, Thirdly, Fourthly, Fifthly, Sixthly, Seventhly, Eighthly and Ninthly above or the provisions of any deed or other instrument executed

pursuant to the Charge.

The expression "Charged Property" means the property, assets and undertaking of the Company for the time being charged to the Bank (whether by way of fixed or floating charge) by or pursuant to the Debenture and each and every part thereof are referred to as the "Charged Property".

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The charges created by the Debenture are as regards the Charged Property Firstly, Secondly, Thirdly, Fourthly, Fifthly, Sixthly, Seventhly, Eighthly, and Ninthly described as first fixed charges (which so far as it relates to land in England and Wales vested in the Company at the date of the Debenture shall be charged by way of Legal Mortgage) and as regards the Charged Property Tenthly and Eleventhly described the charge so created as a floating charge.

The Company may not at any time without the prior written consent of the Bank:

(i) create, extend or permit to subsist any mortgage or other fixed security, floating charge, pledge, hypothecation or lien (other than a lien arising by operation of law in the ordinary course of business) or other security interest of any kind, on or in the Charged Property or any part thereof, whether in any such case ranking in priority to or *pari passu* with or after the fixed and floating charges created by the Company as referred to above or any other security of the Bank created pursuant to the Debenture; or

(ii) sell, transfer, lease, lend or otherwise dispose of whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or any part of the Company's undertaking or (save in the normal course of trading as presently conducted) of its assets, or enter into an agreement, (otherwise than an agreement conditional upon the consent or agreement of the Bank being obtained) for any such sale, transfer, lease, loan or other disposal.

By clause 5.1 the Company covenanted that it would at all times during the continuance of the security constituted by or pursuant to the Debenture:

(i) hold all monetary proceeds whether in the nature of capital or income received by it as a result of getting in, collecting, selling or otherwise disposing of any of the Charged Property (and any cheques, warrants, drafts or other instruments representing any of such proceeds) upon trust for the Bank until payment thereof into (or collection thereof for) such account with the Bank as is provided in the Debenture;

(ii) pay into its account with the Bank, or into such other account as the Bank may from time to time after the date of the Debenture designate by notice in writing to the Company (whether or not an account in the Company's name), all monies whether in the nature of capital or income which the Company may receive as a result of getting in, collecting or otherwise disposing of any of the Charged Property;

(iii) observe all such restrictions as the Bank may from time to time impose in writing to the Company on the withdrawal of monies standing to the credit of any account into which payments ought from time to time be made in accordance with (ii) above;

By clause 5.2 the Company further covenanted that it would not, without the prior written consent of the Bank, at any time during the continuance of the security constituted by or pursuant to the Debenture deal with any such debts or claims as are referred to THIRPOLY above or any other monies to which the Company may be entitled as a result of getting in, collecting, selling or otherwise disposing of any of the Charged Property, otherwise than by paying the same into such account as is referred to in (ii) above.

By clause 5.3 the Company covenanted that it would not, without such consent as aforesaid at any time during the continuance of such security factor or discount any such debts or claims as are referred to **THIRDLY** above or enter into any agreement for such factoring or discounting.

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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. 02963940

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 21st DECEMBER 1994 AND CREATED BY CORNWALL LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO HENRY ANSBACHER & CO. LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th JANUARY 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th JANUARY 1995.

R. M. GROVES

for the Registrar of Companies



COMPANIES HOUSE

HC0260

Post  
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**M**Please do not write  
in this margin**Particulars of a mortgage or charge****395**

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

For official use

Company number

1	2	3
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2963940

Name of company

\* CORNWALL LIMITED (the "Company")

\* Full name of  
company

Date of creation of the charge

30th December 1994

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

Charge over Shares in Belfry Investments Limited (the "Charge")

Amount secured by the mortgage or charge

All monies which at the date of the Charge were or at any time thereafter might be due owing or incurred by the Company to Henry Ansbacher & Co. Limited (the "Bank") on any current or other account and all other liabilities, whether actual or contingent, then or at any time thereafter incurred by the Company to the Bank (whether in either case due, owing or incurred by the Company alone or jointly with any other person(s) and in whatever name, firm or style whether as principal or surety or whether originally incurred, due or owing by virtue of a transfer or assignment or other disposition thereof to or in favour of the Bank) together with interest, discount, commission and other banking charges

Name(s) and address(es) of the mortgagee(s) or person(s) entitled to the charge

Henry Ansbacher & Co. Limited, One Mitre Square, London, EC3A 5AN, Company Number 887900

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

CAMERON MARKBY HEWITT  
Sceptre Court 40 Tower Hill London  
EC3N 4BB

JJC

(B35)

Time critical reference

For official use  
Mortgage Section

Post room

REGISTERED

-6 JAN 1995

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COMPANIES HOUSE 06/01/95		

Short particulars of all the property mortgaged or charged

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(a) All shares:

(i) for which the certificates and other documents have been or are about to be deposited by the Company with the Bank or its agents or which have been or are about to be transferred into the name of the Bank or its nominee, as the same are more particularly described or referred to in the Schedule to the Charge; or

(ii) for which the certificate and other documents were at the date of the Charge held by or to be provided to the Bank or its agents for the account of the Company pursuant to the terms of Clause 13(b) of the Facility Agreement as defined in the Charge

irrespective of whether in any of such cases a deposit was made for the certificates or other documents received by the Bank or its agents for the purposes of safe custody, collection or otherwise;

(b) All shares (collectively referred to in the Debenture as "Derivative Assets") accruing, offered or issued at any time by way of bonus,

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Particulars as to commission allowance or discount (note 3)

Nil

Signed Cameron Markby Hewitt Date 6.1.95

On behalf of ~~[company]~~ ~~[mortgagee/chargee]~~ †

† 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 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF4 3XZ.



redemption, exchange, purchase, substitution, conversion, preference, option or otherwise in respect of any shares referred to in (a) (i) or (ii) above;

(c) All dividends, interest and other income at any time after the date of the Charge deriving from any shares for the time being referred to in (a) or (b) above or deriving from any investment of such dividends, interest or other income

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The Company may not without the prior written consent of the Bank and in accordance with and subject to any conditions which the Bank may attach to such consent create, extend or permit to subsist any mortgage or other fixed security, floating charge, pledge, hypothecation or lien (other than a lien arising by operation of law in the ordinary course of business) or other security interest of any kind on or in the Charged Property (as defined in the Charge) or any part thereof, whether in any case ranking in priority to or pari passu with or after the security created by the Company pursuant to the Charge.

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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. 02963940

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER SHARES IN BELFRY INVESTMENTS LIMITED DATED THE 30th DECEMBER 1994 AND CREATED BY CORNWALL LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO HENRY ANSBACHER & CO. LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 6th JANUARY 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th JANUARY 1995.

A handwritten signature in dark ink, appearing to read 'R. M. Groves'.

R. M. GROVES

for the Registrar of Companies



POST 11/01 PM COMPANIES HOUSE

HC026B