



COMPANIES FORM No. 395

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

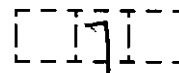
Pursuant to section 395 of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold block lettering\* insert full name  
of company

To the Registrar of Companies

For official use

Company number



03116584

Name of company

\* THE CROYDEX COMPANY LIMITED (the "Company")

Date of creation of the charge

21st May 1996

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

Debenture

Amount secured by the mortgage or charge

Please see attached continuation sheet 1

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

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND (the "Bank")

PO Box No. 152, 110 St. Vincent Street, Glasgow

Postcode G2 5EJ

Presentor's name address and  
reference (if any): 321/C419Herbert Smith  
Exchange House  
Primrose Street  
London EC2A 2HSFor official Use  
Mortgage Section

Post room

A21 \*AVJI4LZU\* 315  
COMPANIES HOUSE 30/05/96

Time critical reference

Short particulars of all the property mortgaged or charged

Please do not  
write in  
this margin

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

Please see attached continuation sheet 2

Particulars as to commission allowance or discount (note 3)

NIL

Signed Herbert Smith

Date 30/5/96

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.

**Continuation Sheet 1 of 3: Amount secured by mortgage or charge**  
**Name of Company: The Croydex Company Limited**  
**Company Number: 03116584**

All moneys and liabilities which shall for the time being (and whether on or at any time after demand in writing made to the Company) be due, owing or incurred in whatsoever manner to the Bank by the Company, whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety and whether or not the Bank shall have been an original party to the relevant transaction and including interest, discount, commission and other lawful charges or expenses which the Bank may in the course of its business charge in respect of any of the matters aforesaid or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual mode of the Bank as well after as before any demand made or judgment obtained under the Debenture.

**Continuation Sheet 2 of 3: Short particulars of all the property mortgaged or charged**

**Name of Company: The Croydex Company Limited**

**Company Number: 03116584**

- (i) by way of legal mortgage, all the freehold and leasehold property of the Company as of 21st May 1996 vested in it, whether or not the title thereto is registered at H.M. Land Registry, together with all buildings and fixtures (including trade and tenant's fixtures) as of and after 21st May 1996 thereon and all plant and machinery as of and after 21st May 1996 annexed thereto for whatever purpose;
- (ii) by way of fixed charge, all freehold and leasehold property after 21st May 1996 belonging to the Company together with all buildings and fixtures (including trade and tenant's fixtures) thereon and all plant and machinery annexed thereto for whatever purpose;
- (iii) by way of fixed charge, all interests not before 21st May 1996 effectively charged as of or after 21st May 1996 belonging to the Company in or over land or the proceeds of sale of land, all licences as of or after 21st May 1996 held by the Company to enter upon or use land, and the benefit of all other agreements relating to land to which the Company is or may become party or otherwise entitled, and all trade and tenant's fixtures, plant and machinery as of and after 21st May 1996 annexed for whatever purpose to all freehold and leasehold property, an interest in which stands charged under the Debenture;
- (iv) by way of fixed charge, all the goodwill and uncalled capital for the time being of the Company;
- (v) by way of fixed charge, all stocks, shares and other securities as of or after 21st May 1996 owned (whether at law or in equity) by the Company, and all rights and interests of the Company in and claims under all policies of insurance and assurance as of or after 21st May 1996 held by or insuring to the benefit of the Company;
- (vi) by way of fixed charge, all patents, trade marks, patent applications, brand names, service marks, copyrights, rights in the nature of copyright, design rights, registered designs and other intellectual property rights and agreements relating to the use by the Company of patents and trade marks to which the Company is as of or may after 21st May 1996 become entitled and all agreements under which the Company is as of or may after 21st May 1996 or may become entitled to the payment of any royalty fee or similar income;

**Continuation Sheet 3 of 3: Short particulars of all the property mortgaged or charged**

**Name of Company: The Croydex Company Limited**

**Company Number: 03116584**

- (vii) by way of fixed charge, all book and other debts of the Company whether as of or after 21st May 1996 existing and whether payable as of or falling due for payment after 21st May 1996 and all rights and claims of the Company against third parties as of or after 21st May 1996 existing and capable of being satisfied by the payment of money (save as charged under (v) above);
- (viii) by way of floating charge all the Assets whatsoever and wheresoever not before 21st May 1996 effectively charged by way of fixed charge, including (without limitation) any immovable property of the Company situate in Scotland and any Assets falling within any of the types mentioned in (iii) to (vii) inclusive situate in Scotland,

**Definition:**

"Assets" means all the undertaking, property and assets of the Company whatsoever and wheresoever present and future.

**Note:** the Company is not to be at liberty to create otherwise than in favour of the Bank any mortgage or fixed or floating charge or other security upon and no lien (other than a lien arising through operation of law in the ordinary course of business) shall in any case or in any manner arise on or affect any part of such Assets either in priority to or pari passu with the floating charge created under the Debenture, and further the Company shall have no power without the consent of the Bank to part with or dispose of any part of such Assets except by way of sale in the ordinary course of its business.

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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. 03116584

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 21st MAY 1996 AND CREATED BY THE CROYDEX COMPANY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO the GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 30th MAY 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd JUNE 1996.

A. J. WAKEHAM  
for the Registrar of Companies



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

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post  
AJ