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## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

Pursuant to section 395 of the Companies Act 1985

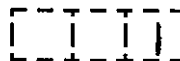
CHA 116

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To the Registrar of Companies

For official use

Company number



3292034

Name of company

\*Lonebridge UK Limited

\*insert full name  
of company

Date of creation of the charge

28th February 1997

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

5 Debenture (the "Debenture") dated 28th February 1997 and made between Lonebridge UK Limited (the "Company") (1) and The Royal Bank of Scotland plc (the "Bank") (2).

Amount secured by the mortgage or charge

4- A. All the Company's liabilities to the Bank of any kind and in any currency (whether present or future, actual or contingent and whether incurred alone or jointly with another) together with the Bank's charges and commission, interest at the rate(s) charged to the Company by the Bank from time to time ("Interest") and all costs, expenses and damages (on a full indemnity basis in each case) incurred or sustained by the Bank or any receiver, receiver and manager or administrative receiver appointed by the Bank at any time in connection with the Property (as defined below) or the Company's liabilities to the Bank or in taking or perfecting the Debenture or in preserving, defending or enforcing the security created by the Debenture or in exercising any power under the Debenture or otherwise with Interest from the date they are incurred.

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

The Royal Bank of Scotland plc

West End Corporate Centre

49 Charing Cross, London

Postcode

SW1A 2DX

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

McKenna & Co  
Mitre House, 160  
Aldersgate Street  
London EC1A 4DD

5SJJ/09717.1046/ASI

Time critical reference

For official use  
Mortgage Section

Post room



KLO \*KAAWDTPV\* 7  
COMPANIES HOUSE 04/03/97

Short particulars of all the property mortgaged or charged

- A. As a continuing security for all the respective liabilities and obligations described above:-
- (i) by way of legal mortgage all the freehold and leasehold property and its proceeds of sale now vested in or charged to the Company including the leasehold property known as 19-23 Wells Street, London W1 and registered at HM Land Registry under Title Number 398332 (but excluding all land in Scotland)
  - (ii) by way of fixed charge all estates or interests in any freehold and leasehold property and its proceeds of sale now and in the future vested in or charged to the Company except the property charged by paragraph (i) above
  - (iii) by way of fixed charge all the plant, machinery and fixtures and fittings of the Company present and future;
  - (iv) by way of fixed charge all furniture, furnishings, equipment, tools and other chattels of the Company present and future not regularly disposed of in the ordinary course of business;

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Particulars as to commission allowance or discount (note 3)

NIL

Signed Mckenna + Co

Date 3rd March 1997

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.

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## Particulars of a mortgage or charge (continued)

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

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Company Number

3292034

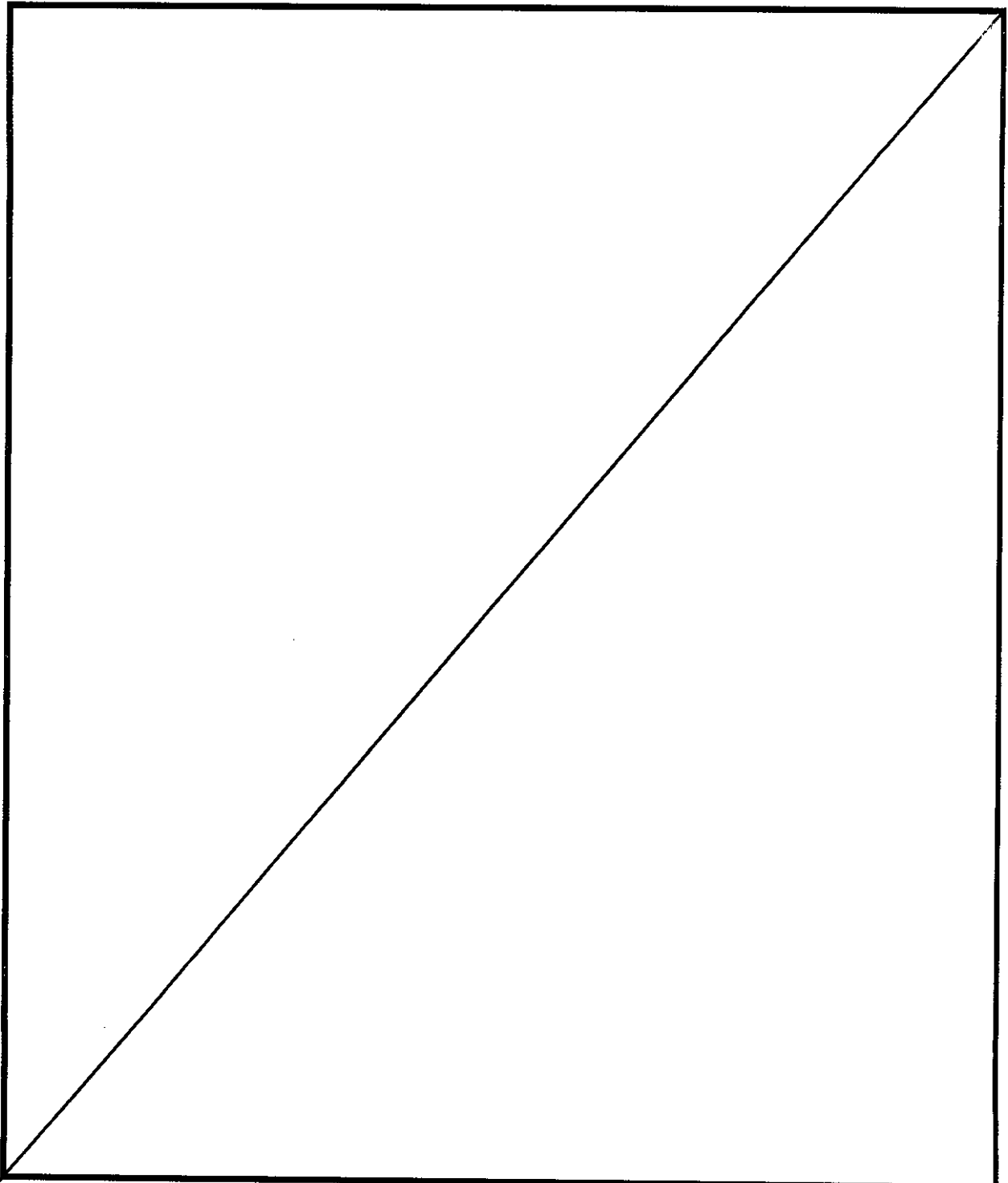
Name of Company

Lonebridge UK Limited

Limited\*

\* delete if  
inappropriate

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



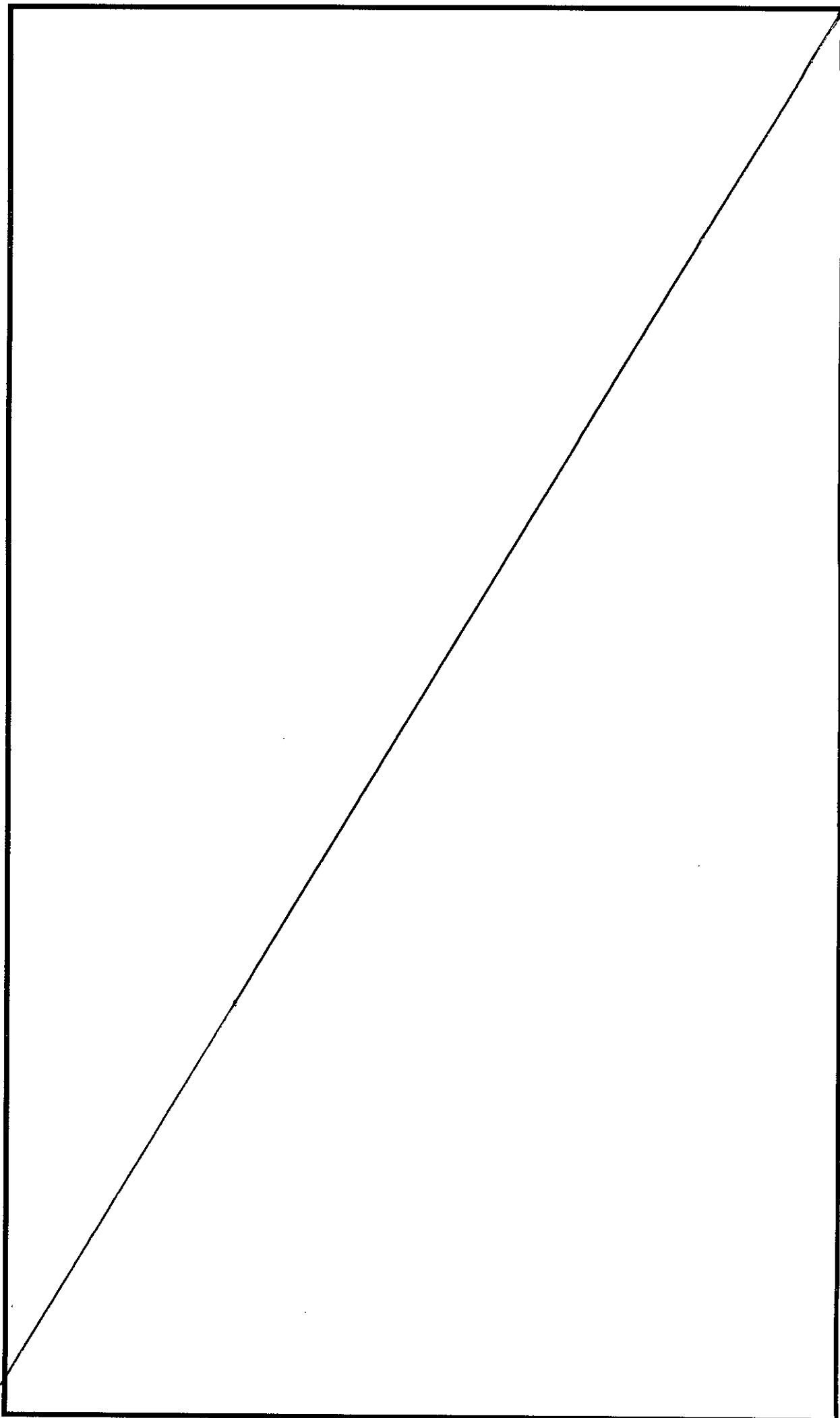
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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bold block lettering**



- (v) by way of fixed charge all the goodwill and uncalled capital of the Company present and future;
- (vi) by way of fixed charge all stocks, shares and other securities (and all associated rights and benefits) legally and/or beneficially owned by the Company present and future;
- (vii) by way of fixed charge all intellectual property rights, choses in action and claims of the Company present and future and the proceeds of any insurance from time to time affecting the whole and any part of the undertaking property and assets of the Company charged by the Company and referred to in paragraphs (i) to (xii) inclusive (the "Property");
- (viii) by way of fixed charge the benefit of any interest rate swap or other agreement with the Bank or any third party for protecting or hedging the Company's liability to pay interest to the Bank at any time;
- (ix) by way of fixed charge all book debts and other debts (and all associated rights and benefits) of the Company present and future and the proceeds of payment or realisation of each of them until the receipt of the proceeds from time to time into an account in accordance with Clause 5 of the Debenture;
- (x) by way of fixed charge all funds standing to the credit of the Company from time to time on any account with the Bank or any other bank or financial institution or organisation including all receipts from time to time paid into an account in accordance with Clause 5 of the Debenture;
- (xi) by way of fixed charge the benefit of all guarantees contracts appointments warranties and other documents to which the Company is a party or in favour of the Company relating to any letting, development or sale of any freehold or leasehold property and all rights and claims under or associated with the same;
- (xii) by way of floating charge all the undertaking and all property, assets and rights of the Company present and future not subject to a fixed charge legal mortgage or assignment under the Debenture.

N.B. The Company will not without the previous written consent of the Bank:-

- (a) create or permit to arise any mortgage, charge, lien or other security interest on the Property; or
- (b) sell or otherwise dispose of the Property charged under paragraphs (i) to (xi) above inclusive; or
- (c) sell or otherwise dispose of the Property charged under paragraph (xii) above other than in the ordinary course of business;

N.B. The Debenture also contains the following provision:-

- (d) the Bank may at any time by written notice to the Company convert the floating charge into a fixed charge as regards any of the Property specified in the notice.

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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. 03292034

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 28th FEBRUARY 1997 AND CREATED BY LONEBRIDGE UK 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 4th MARCH 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th MARCH 1997.

*D Phillips (Mrs)*

for the Registrar of Companies



C O M P A N I E S   H O U S E