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CHFP025

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in black type, or
bold block lettering

* 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.

VB
£10
070967
395

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[] [] [] [] [] [] [] []

3312588

Name of company

* SKELGATE HOLDINGS LIMITED (the "Company")

Date of creation of the charge

15th March 1999

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

Debenture dated 15th March 1999 and granted by the Company in favour of Yorkshire Bank PLC
(the "Bank") (the "Debenture").

Amount secured by the mortgage or charge

All sums of money which the Company may from the date of the Debenture or at any time in
the future owe to the Bank and all liabilities which the Company may from the date of the
Debenture or at any time in the future owe to the Bank.

The sums of money and liabilities referred to above shall include:

- 1 sums and liabilities due or owing by the Company alone and/or jointly with any other
person;
- 2 sums and liabilities owed as guarantor, indemnifier or security giver for any other
person;
- 3 sums and liabilities which may or may not become payable depending on the outcome of
future events including any sums and liabilities which would become payable on demand by
the Bank;

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

YORKSHIRE BANK PLC
Registered office: 20 Merrion Way, Leeds LS2 8NZ

Postcode

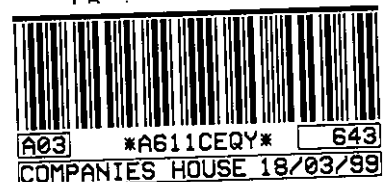
Presentor's name address and
reference (if any):

Addleshaw Booth & Co
Sovereign House, PO Box 8,
Sovereign Street,
Leeds LS1 1HQ
Ref: NBA/26074/9650

nba\forms\yb395\skeldeb.lfd

Time critical reference

For official Use
Mortgage Section



Short particulars of all the property mortgaged or charged

The Company charges to the Bank:

- 1 by way of legal mortgage, the property (if any) particulars of which are set out in Schedule 1 below (the "Property"), together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time on the Property and all rights in respect of the Property;
- 2 by way of fixed charge, all other freehold and leasehold property of the Company whether acquired before or after the date of the Debenture together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property and all rights in respect of that property;
- 3 by way of fixed charge, all plant, machinery, vehicles, computers and office and other equipment of the Company (if any) particulars of which are set out in Schedule 2 below, together with the benefit of all relevant contracts, warranties and maintenance arrangements;
- 4 by way of fixed charge, all other plant, machinery, vehicles, computers and office and other goods and equipment of the Company together with the benefit of all relevant contracts, warranties and maintenance arrangements;
- 5 by way of fixed charge, the book and other debts at the date of the Debenture and from time

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Particulars as to commission allowance or discount (note 3)

NIL

Signed Addleshaw Booth & Co

Date 17th March 1999

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

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)

CHFP025

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Company Number

3312588

Name of Company

SKELGATE HOLDINGS LIMITED (the "Company")

~~limited~~*

* delete if
inappropriate

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

4 sums and liabilities owed by the Company to another person, the rights to which have been transferred to the Bank;

5 sums and liabilities owed on current or any other account;

6 interest at the applicable rate or rates agreed between the Company and the Bank from time to time in respect of any sum of money or liability, and if no rate has been agreed between the Company and the Bank for any particular sum of money or liability, interest at such rate as the Bank may select from the rates agreed between the Company and the Bank in respect of any other sum of money or liability, in all circumstances computed and compounded as agreed between the Company and the Bank, or if there is no agreement, in accordance with the Bank's current practice from time to time, both before and after judgment is obtained by the Bank; and

7 banking charges and all costs and expenses (including the Bank's internal management and administrative costs and legal costs on a full indemnity basis) incurred by the Bank or any receiver appointed by the Bank in exercising the rights of the Bank or the receiver under the Debenture, calculated as agreed between the Company and the Bank, or if there is no agreement, in accordance with the Bank's current practice from time to time.

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

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to time due or owing to the Company, other than: (a) any of those debts which the Bank may have at any time agreed specifically and in writing to exclude or release from the charges contained in the Debenture; (b) any of those debts which are at the date of the Debenture or at any time in the future assigned to the Bank absolutely pursuant to a receivables financing agreement made between the Company and the Bank; or (c) debts referred to in paragraph 6 below;

6 by way of fixed charge, all sums of money standing to the credit of the Company on any account with any bank (other than the Bank) or other financial institution, other than any of those sums which the Bank may have at any time agreed specifically and in writing to exclude or release from the charges contained in the Debenture;

7 by way of fixed charge, the goodwill and uncalled capital of the Company both at the date of the Debenture and at any time in the future;

8 by way of fixed charge, all stocks, shares, bonds and other securities whether marketable or not and all other interests (including but not limited to loan capital) of the Company in any company or other person now and at any time in the future together with all related dividends and other rights;

9 by way of fixed charge, all patents, patent applications, trade marks and service marks (whether registered or not), trade mark applications, service mark applications, trade names, registered designs, design rights, copyrights, computer programmes, know-how and trade secrets and all other industrial or intangible property or rights and all licences, agreements and ancillary and connected rights relating to, intellectual and intangible property of the Company at the date of the Debenture and in the future; and

10 by way of floating charge, the Company's undertaking and all its property, assets and rights whatsoever at the date of the Debenture and in the future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to paragraphs 1 to 9 (inclusive) above.

Note:

A The Bank may at any time by giving the Company notice in writing convert the floating charge over any assets specified in the notice into a fixed charge.

B The Company may not:

(i) without obtaining the Bank's written consent, dispose of or create or permit to subsist or arise any mortgage, charge, pledge, lien, standard security, assignment by way of security or other security interest of any kind (each an "Encumbrance") on or over the debts described in paragraph 5 above or any part of those debts or release, set-off, compound, sell, factor, discount or deal with the debts described in paragraph 5 above or any part of those debts;

(ii) dispose of or extinguish or reduce any debt described in paragraph 6 above or create or permit to subsist or arise any Encumbrance (including without limitation in this case any right of combination of accounts or set-off or any similar right) on or over the debts described in paragraph 6 above;

(iii) create or attempt to create or permit to subsist or arise in favour of any person any Encumbrance (except a lien arising by operation of law in the ordinary course of trading over any asset described in paragraphs 1-10 (inclusive) above other than land) on or affecting the assets described in paragraphs 1-10 (inclusive) above or any part of them; or

(iv) subject to the other provisions of the Debenture, dispose of any of the assets described in paragraphs 1-10 (inclusive) above or any part of them or agree so to do except in the case of: (a) stock-in-trade which may, subject to the other provisions of the Debenture, be disposed of at full market value in the usual course of trading as conducted at the date of the Debenture and for the purpose of carrying on the Company's business; or (b) other assets described in paragraph 10 above which may, subject to other provisions in the Debenture, be disposed of in the ordinary course of business and at full market value.

Schedule 1 - the Property
NONE

Schedule 2 - the equipment and goods subject to fixed charge
NONE

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY No. 03312588

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 15th MARCH 1999 AND CREATED BY SKELGATE HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO YORKSHIRE BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 18th MARCH 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd MARCH 1999.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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