

**Particulars of a mortgage or charge****395**

Pursuant to section 395 of the Companies Act 1985

**M**Please do not  
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To the Registrar of Companies

For official use

Company number



3433256

Name of company

\* TIPMAJOR LIMITED

Date of creation of the charge

21 ST NOVEMBER 1997

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

Debenture

Amount secured by the mortgage or charge

all monies and liabilities which shall for the time being (and whether on or at any time after such demand) 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 hereunder

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

The Governor and Company of the Bank of Scotland  
Beaumont House  
3 Queens Road  
Reading, Berkshire RG1 4AR

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

Cole & Cole  
Apex Plaza  
Forbury Road  
Reading  
Berkshire RG1 1AX

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Time critical reference

For official use  
Mortgage Section

Post room



A10 \*A7XHM1GY\* 505  
COMPANIES HOUSE 25/11/97

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1. (1) The Company with full title guarantee hereby charges with the payment or discharge of all monies and liabilities hereby covenanted to be paid or discharged by the Company:-
1. (1) (a) by way of legal mortgage all the freehold and leasehold property of the Company now vested in it whether or not the title thereto is registered at HM Land Registry including that which is described in the Schedule hereto together with all building and fixtures (including trade and tenant's fixtures) now and hereafter thereon and all plants and machinery now and hereafter annexed thereto for whatever purpose;
1. (1) (b) by way of fixed charge all freehold and leasehold property hereafter 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;

Particulars as to commission allowance or discount (note 3)

Signed



Date

21/11/97

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.

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

**Particulars of a mortgage or charge  
(continued)**

Please do not  
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Continuation sheet No 1  
to Form No 395 and 410 (Scot)

CHA 116

Please complete  
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Company Number

3433256

Name of Company

TIPMAJOR LIMITED

Limited\*

\* delete if  
inappropriate

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

Amount due or owing on the mortgage or charge (continued)

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

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1. (1) (c) by way of fixed charge all interests not hereinbefore effectively charged now or hereafter belonging to the Company in or over land or the proceeds of sale of land all licences now or hereafter 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 now and hereafter annexed for whatever purposes to all freehold and leasehold property and interest in which stands charged hereunder;
1. (1) (d) by way of fixed charge all the goodwill and uncalled capital for the time being of the Company;
1. (1) (e) by way of fixed charge all stocks shares and other securities now or hereafter 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 now or hereafter held by or inuring to the benefit of the Company;
1. (1) (f) 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 now or may hereafter become entitled and all agreements under which the Company is now or may become entitled to the payment of any royalty fee or similar income;
1. (1) (g) by way of fixed charge all book and other debts of the Company whether now or hereafter existing and whether presently payable or hereafter falling due for payment and all rights and claims of the Company against third parties now or hereafter existing and capable of being satisfied by the payment of money (save as charged under sub-clause 1(1)(e) hereof);

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**Particulars of a mortgage or charge  
(continued)**

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

CHA 116

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Company Number

3433256

Name of Company

TIPMAJOR LIMITED

Limited\*

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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)

Please complete  
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1. (1) (h) by way of floating charge all the assets of the Company whatsoever and wheresoever not hereinbefore effectively charged by way of fixed charged but so that 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 so that 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 hereby created and further that 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.
2. Clause 3.2 of the Debenture provides that the Bank may if it considers its security over any of the assets to be at risk from time to time by notice in writing to the Company convert the floating charge created pursuant to sub-clause 1(1)(h) above into a fixed charge as regards any assets thereby charged as specified in any such notice and such floating charge shall automatically be converted into a fixed charge:-
2. (1) in respect of any assets which shall become subject to a fixed charge in favour of any other person or to a disposition otherwise than by way of sale in the ordinary course of the Company's business immediately upon such charge or disposition; and
2. (2) in respect of all the assets thereby charged if and when the Company shall cease to carry on business or to be a going concern;

but so that this sub-clause shall not apply to any assets situate in Scotland.

3. Clause 3.3 of the Debenture provides that the Company shall not without the previous written consent of the Bank create or purport or attempt to create any mortgage charge or encumbrance on any freehold or leasehold property of the Company or any other Asset subject to a fixed charge hereunder nor in any way dispose of the equity of redemption thereof of any interest therein and the

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**Particulars of a mortgage or charge  
(continued)**

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Continuation sheet No 3  
to Form No 395 and 410 (Scot)

CHA 116

Please complete  
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Company Number

3433256

Name of Company

TIPMAJOR LIMITED

Limited\*

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

Amount due or owing on the mortgage or charge (continued)

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

Please complete  
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Company hereby applies to the Chief Land Registrar for a restriction to be entered on the register of title of all present and future registered freehold and leasehold property of the Company in the following terms:-

"Except under an order of the Registrar no disposition by the proprietor of the land is to be registered without the consent of the proprietor for the time being of the charge hereby created".

4. Clause 3.4 of the Debenture contains a covenant that the Company shall subject to the rights of any prior mortgagee deposit with the Bank and the Bank during the continuance of this security shall be entitled to hold all deeds and documents of title relating to the Company's freehold leasehold and heritable property and stock shares and other securities and all policies of insurance or assurance.
5. Clause 3.7 of the Debenture provides that the Company shall pay into the Company's account with the Bank or as the Bank may direct all monies which it may receive in respect of any policies of insurance or assurance royalties or book or other debts or any other of the rights and claims hereinbefore charge to the Bank under sub-clauses 1(1)(e), 1(1)(f) and 1(1)(g) above and until such payment hold all monies so received upon trust for the Bank and shall not without the prior written consent of the Bank charge factor discount or assign any of the said policies, royalties, debts, rights or claims in favour of any other person or purport so to do or shall, if (and only if) the Bank so requires, apply such monies to replacing, restoring or re-instating the property destroyed or damaged.
6. Clause 5 of the Debenture contains a covenant by the Company that during the continuance of this security the Company shall:-
  6. (1) furnish to the Bank copies of the trading and profit and loss account and audited balance sheet in respect of each financial year of the Company its holding company (if any) and every subsidiary of the Company forthwith upon the same becoming available and not in any event later than the expiration of three months from the end of such financial year and also from time to time such other financial

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**Particulars of a mortgage or charge  
(continued)**

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Continuation sheet No 4  
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

3433256

Name of Company

TIPMAJOR LIMITED

Limited\*

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

Amount due or owing on the mortgage or charge (continued)

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

Please complete  
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statements and information respecting the assets and liabilities of the Company its holding company and every such subsidiary as the Bank may reasonably require;

6. (2) forthwith notify the Bank of the acquisition of any freehold, leasehold or heritable property by the Company;
6. (3) not without the previous written consent of the Bank redeem or purchase any of its own shares or issue any redeemable shares.
7. Clause 6 of the Debenture contains a covenant by the Company that the Company will:-
7. (1) keep all buildings and all fixtures and fittings, plant machinery and other effects in good and substantial repair and in good working order and condition and will maintain all such insurances as are normally maintained by prudent companies carrying on similar businesses and in particular will insure and keep insured such of its Assets as are insurable with an insurance office or underwriters to be approved by the Bank in writing from time to time in the name of the Company with the interest of the Bank noted on the policy or at the option of the Bank in the joint names of the Company and the Bank against loss or damage by fire and such other risks (and with the policy containing such provisions for the protection of the Bank) as the Bank may from time to time require in their full replacement value for the time being;
7. (2) pay all premiums and other monies necessary for effecting and keeping up such insurances within one week of the same becoming due and will on demand produce to the Bank the policy or policies of such insurance and the receipt for every such payment.

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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. 03433256

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 21st NOVEMBER 1997 AND CREATED BY TIPMAJOR 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 25th NOVEMBER 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th NOVEMBER 1997.

*M. Cornelius*

M. CORNELIUS

for the Registrar of Companies



C O M P A N I E S   H O U S E

HC026B

*26/11/97*