

395

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

3114

3579104

Name of company

* Downmark Limited (the "Company")

Date of creation of the charge

25th August 1998

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

Legal Mortgage dated 25th August 1998 made between the Company (1) and the Bank (2) (the "Mortgage")

Amount secured by the mortgage or charge

All present and/or future indebtedness of the Company to the Bank on any current and/or other account with interest and bank charges and all other liabilities whatsoever of the Company to the Bank present future actual and/or contingent and all costs charges and expenses howsoever incurred by the Bank in relation to the Mortgage and such indebtedness and/or liabilities on a full indemnity basis and for the payment of interest on the foregoing day by day from demand until full discharge (as well after as before judgment) at the rate payable or deemed to be payable by the Company. Such interest will be calculated and compounded as agreed or in such manner as the Bank may reasonably determine from time to time.

The costs and expenses referred to in the Mortgage shall include (for avoidance of doubt) all amounts the Bank may from time to time require to compensate it for its internal management and administrative costs and expenses incurred in connection with the enforcement of the Mortgage and recovery of the liabilities secured by it. In the absence of manifest error a certificate signed by an officer of the Bank as to the amount of such costs and expenses incurred by the Bank from time to time shall for all purposes be

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

National Westminster Bank plc (the "Bank") acting by its branch at Manchester Securities Centre, P O Box 339 Floors 14 and 15, 17 Marble Street, Manchester M60 2AH

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

Addleshaw Booth & Co
100 Barbirolli Square
Manchester
M2 3AB
RKBLdown

RKB/104816-24

For official use
Mortgage Section



Time critical reference

Please do not write in this margin

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

1 By the Mortgage, the Company with full title guarantee charged by way of legal mortgage all and every interest in or over the Property which the Company at the date of the Mortgage or thereafter had power so to charge and charged in equity all other interests therein (the "Mortgaged Property") and the proceeds of sale thereof and charged to the Bank all moneys to be received under any policy of insurance effected in respect of the Mortgaged Property as a continuing security to the Bank for the discharge of the Secured Obligations.

2 By the Mortgage, the Company with full title guarantee also charged by way of floating security all movable plant machinery implements utensils furniture and equipment binding and other materials goods and other effects at the date of the Mortgage and from time to time placed on or used in or about the Mortgaged Property (the "Charged Effects") with the discharge on demand of all moneys costs and interest as aforesaid and the expression the "Mortgaged Property" shall be construed accordingly.

3 By the Mortgage, the Company with full title guarantee assigned unto the Bank all that the goodwill and connection of any business or businesses from time to time carried on in or upon the Mortgaged Property or any part of parts thereof and the full benefit of all licences (which expression shall also include any registrations) held in connection with such business(es) subject to redemption on payment of the Secured Obligations.

Particulars as to commission allowance or discount (note 3)

Nil

Signed

William R. Scott

Date

2nd

September 1998

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.

Please do not
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binding margin

Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

CHA 116

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

Company Number

3579104

Name of Company

Downmark Limited (the "Company")

Limited*

* delete if
inappropriate

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

evidence (and admissible as such) against and binding upon the Company (the "Secured Obligations").

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

Please do not
write in this
binding margin

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

**Please complete
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conclusive and the expression the "Mortgaged Property" shall be construed accordingly. The Company covenanted to take out and maintain all necessary licences for the due carrying on of such business(es) and covenanted not do or suffer to be done any act matter or thing whereby any such licences may be lost or not renewed and covenanted to (to the fullest extent possible) at all times at the Company's cost execute all such instruments and do all such things as shall be requisite for transferring and vesting all or any such licences to and in the nominee(s) of the Bank or any other person(s) as the Bank may direct and the Company by the Mortgage irrevocably and by way of security appointed the Bank to be the attorney of the Company in the name of the Company to apply for and obtain the renewal of any such licences and to sign all proper notices and other documents and to do all necessary acts for assigning or transferring all or any such licences to such person(s) as the Bank may think fit. Without prejudice to the above the Company consented to the making of any protection order in respect of the Mortgaged Property or any part or parts thereof to such person or persons as the Bank or any Receiver appointed hereunder may specify and/or the transfer of any such licence as aforesaid and agreed that Mortgage may be produced (and shall be admissible) as evidence of such consent.

4 At any time after the power of sale has become exercisable the Bank may by writing under the hand of any Manager of the Bank appoint any person or persons to be receiver(s) of the Mortgaged Property or any part or parts thereof (a Receiver).

The "Property" means the land and premises known as Lord's View, Levens, Nr Kendal, Cumbria, registered at HM Land Registry under title number CU105399.

Please complete
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bold block lettering

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03579104

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 25th AUGUST 1998 AND CREATED BY DOWNMARK LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NATIONAL WESTMINSTER BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 2nd SEPTEMBER 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th SEPTEMBER 1998.

A handwritten signature in cursive script, appearing to read 'J. M. Evans'.

J. M. EVANS

for the Registrar of Companies



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

Handwritten:
p
Ala
Q