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CHFP004

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Please complete  
legibly, preferably  
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.**

Pursuant to section 395 of the Companies Act 1985

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

For official use

6

Company number

03820420

Name of company

\* BAYTOWN LIMITED

Date of creation of the charge

19th DECEMBER 2003

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

DEBENTURE (FULL)

Amount secured by mortgage or charge

All moneys, obligations and liabilities now or in the future due, owing or incurred to Nationwide when the same become due for payment or discharge whether by acceleration or otherwise. The moneys, obligations or liabilities may be:

- \* express or implied
- \* present, future or contingent
- \* joint or several
- \* incurred as principal or under a guarantee or indemnity
- \* originally owing to Nationwide or purchased or otherwise acquired by it
- \* denominated in sterling or in any other currency
- \* incurred on any banking or other account or in any other manner whatsoever

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

Nationwide Building Society

Nationwide House, Pipers Way

Swindon, Wiltshire (Nationwide)

Postcode

SN38 1NW

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

Nelsons  
DX 35716 BLOOMSBURY

MT/NP/12913/NBS

Time critical reference

For official Use  
Mortgage Section

Post room



A26  
COMPANIES HOUSE

\*AUCWXR55\*

0492  
24/12/03

FEE  
007742/50 x5  
395  
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see attached Schedule

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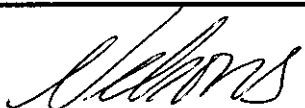
Please complete  
legibly, preferably in  
black type, or bold  
block lettering

Particulars as to commission allowance or discount (note 3)

Not Applicable

A fee of £10 is payable  
to Companies House in  
respect of each register  
entry for a mortgage or  
charge.  
(See Note 5)

Signed



Date 23/12/2003

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.
- 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 CF14 3UZ, DX: 33050 Cardiff

## SCHEDULE OF PROPERTY CHARGED – DEBENTURE (FULL)

**Company Name:** BAYTOWN LIMITED

**Company Number:** 03820420

Property charges pursuant to a Debenture in favour of Nationwide dated 19<sup>th</sup> December 2003

The Company with full title guarantee charges to Nationwide:

- 1 By way of legal mortgage all freehold and leasehold property of the Company situated in England and Wales and all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on such property together with all estates, rights, title, options, easements and privileges appurtenant to, or benefiting, the same including all beneficial interests of the Company in the property and in any proceeds of sale or disposal of any the property ("the **Property**")
- 2 By way of fixed charge all plant, machinery, vehicles, computer and office and other equipment.
- 3 By way of fixed charge all tenants and trade fixtures and fittings, furniture, utensils and wet and dry stock from time to time on the Property.
- 4 By way of fixed charge all stocks, shares, bonds and securities of any kind whatsoever in (and from) any company and all other interests (including but not limited to loan capital) in any person, including all stocks, shares, rights, money and property accruing or offered at any time by way of conversion, redemption, bonus, rights, preference, option, capital reorganisation or otherwise in respect of any stocks, shares, bonds, securities or other interests.
- 5 By way of fixed charge all book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever, due or owing to the Company including without limitation, all things in action which may give rise to any debt, claim or revenue and the benefit of any mortgage, debenture, charge (whether fixed or floating) pledge, lien, hypothecation, standard security, assignment by way of security or other kind of interest or arrangement of any kind having the effect of conferring security of any kind and all rights relating thereto including, without limitation, reservation of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights.
- 6 By way of fixed charge, all patents applications, registered trademarks, applications for registration of trademarks, registered service marks, applications for registration of service marks, unregistered trademarks, trade names, registered designs, registered design applications, design rights,

copyrights, computer programmes, know-how, confidential information and trade secrets and all other intellectual or intangible property or rights and all licenses, agreements and ancillary and connected rights relating to intellectual and intangible property.

- 7 By way of fixed charge the benefit of all guarantees, indemnities, rent deposits, agreements, contracts, undertakings and warranties.
- 8 By way of fixed charge all bank accounts, cash at bank and all credit balances on any account with Nationwide or with any other person whatsoever including the proceed of book debts, revenues and claims charged pursuant to Clause 3.1 (e) of the Debenture which proceeds shall, on payment into the Designated Account (as defined at clause 4.2(h) of the Debenture) ceased to be subject to the charge at paragraph 5 above but shall be subject to this charge.
- 9 By way of floating charge all the undertaking and all property, assets and rights of the Chargor from time to time not otherwise effectively charged by the provisions of this Debenture. Paragraph 14, Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge contained in this Debenture.
- 10 By way of an assignment all goodwill and uncalled capital.
- 11 By way of an assignment all monies from time to time payable to the Company under or pursuant to all present and future contracts or policies of insurance effected by the Company or to which the Company is entitled (including the refund of any premiums).
- A The above assets (the "**Charges Property**") are charges or, as appropriate, assigned as a continuing security.
- B The Debenture secures further advances.
- C The Debenture contains restrictions upon dealing in anyway with the Property, (including developing, altering, leasing, licensing, assigning, underletting, subletting, disposing, charging or surrendering any interest in the Property) together with a prohibition on creating or purporting to create or permit to subsist any mortgage, debenture, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security or other security interest or arrangements of any kind having the effect of conferring security of any kind over the whole or part of the Charged Property.
- D The Debenture contains a further assurance clause.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03820420

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE (FULL) DATED THE 19th DECEMBER 2003 AND CREATED BY BAYTOWN LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NATIONWIDE BUILDING SOCIETY ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 24th DECEMBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31st DECEMBER 2003.

*Math*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES