

# M

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\* insert full name  
of company

## COMPANIES FORM No. 395 Particulars of a mortgage or charge

Nat West £ 60.00 (26)  
314822

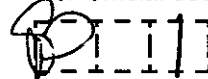
# 395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number



3901082

Name of company

\* Ciborio(Direct)Limited ("Company")

Date of creation of the charge *\* See attached fax.*

~~6 March 2002~~ *4 March 2002*

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

Debenture dated *4* March 2002 ("Debenture") made between (1) the Company and (2) The Governor and Company of the Bank of Scotland ("BoS")

Amount secured by the mortgage or charge

The Company covenants that it will on demand in writing pay or discharge the Secured Liabilities (as defined below)

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

*The Gov. + Co*

Bank of Scotland, Security Documentation Team,  
Specialist Functions Unit, Support Services  
1st Floor, Robertson Avenue  
Edinburgh EH11 1PZ

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

DLA  
Princes Exchange  
Princes Square  
Leeds  
LS1 4BY

LAW/TWL/5831/120006

Time critical reference

LAW

For official use  
Mortgage Section

I Post room



PMO  
COMPANIES HOUSE

HLE  
COMPANIES HOUSE

\*PSSGA00U\*

\*H4YPZ94K\*

0092

0057

15/03/02

*fax recd 19/3/02*

Short particulars of all the property mortgaged or charged

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1. By way of legal mortgage all the freehold and leasehold property (including the property described in the Schedule in the Debenture, if any) now vested in the Company whether or not the title to the property is registered at H.M. Land Registry together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property

2. By way of fixed charge:

2.1 all future freehold and leasehold property belonging to the Company together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;

2.2 all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land and the benefit of all other agreements relating to land to which it is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property charged under the Debenture

Particulars as to commission allowance or discount (note 3)

nil

Signed *DA*

Date 14 March 2002

On behalf of ~~[company]~~ [mortgagee/chargee] <sup>†</sup>

<sup>†</sup> 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.

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

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

CHA 116

Please complete  
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Company Number

3901082

Name of Company

Ciborio Direct Limited ("Company")

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)

**Please complete  
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2.3 all the Companys goodwill and uncalled capital for the time being

2.4 all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them, all rights and interests in and claims under all policies of insurance and assurance held or to be held by or insuring to the benefit of the Company and the benefit of all rights and claims to which the Company is now or may be entitled under any contracts

2.5 all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world

2.6 all present and future book and other debts and monetary claims of the Company whether payable now or in the future and the benefit of all present and future rights and claims of the Company against third parties relating to them and capable of being satisfied by the payment of money (save as charged under (2.4) above)

2.7 all present and future plant and machinery not otherwise charged under 2.1-2.8 and all other present and future chattels of the Company (excluding any of the same for the time being forming part of the Company's stock in trade or work in progress)

2.8 all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest)

2.9 the proceeds of any claim made under any insurance policy relating to any of the property charged under the Debenture

3. By way of floating charge all the Assets (as defined below) not effectively otherwise charged by Clause 3 of the Debenture, including (without limitation) any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in 2.1-2.8 above, but so that the Company is prohibited from creating any fixed security or mortgage or any other floating charge over the Assets having priority over or ranking pari passu with the floating charge created by this sub-clause (otherwise than in favour of BoS) and the Company will have no power without the consent of BoS to part with or dispose of any part of those Assets except by way of sale in the ordinary course of its business

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## Particulars of a mortgage or charge (continued)

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

CHA 116

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Company Number

3901082

Name of Company

Ciborio Direct Limited ("Company")

Limited\*

\* delete if  
inappropriate

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

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

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DEFINITIONS

"Assets" means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company

"Rental Sums" means all the Company's right, title and interest in all rents, profits, income, fees and other sums at any time payable by any lessees, underlessee, tenants or licensees of the property charged under the Debenture pursuant to the terms of any agreements for lease, leases, underleases, tenancies or licences to which all or any part of such property is subject but not any sums payable in respect of services provided to such lessees, underlessees, tenants or licensees or payable in respect of insurance premiums or reasonable professional fees or expenses

"Secured Liabilities" means all or any monies and liabilities under or pursuant to BoS Documents as defined in the Facility Letter dated 26 March 2001 which will for the time being (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not BoS shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual BoS rates and practice as well after as before any demand made or judgment obtained under the Debenture

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DLA

Princes Exchange Princes Square Leeds LS1 4BY DX 12017 Leeds 1

Direct tel +44(0) 113 369 2121 Fax +44(0) 113 369 2199 Email lucy.wheelwright@dla.com

## FAX TRANSMISSION

TO OF	MRS BERKLEY-JONES COMPANIES HOUSE - MORTGAGE SECTION	FAX REF	02920 380827
DATE	19 MARCH 2002	PAGES	(incl this page) HARD COPY NO
FROM	LUCY WHEELWRIGHT	REF	460728/5831/120006/LAW/LA W
SUBJECT (ALFANO BROTHERS LIMITED, CIBORIO LIMITED AND) CIBORIO (DIRECT) LIMITED			

THIS MESSAGE IS CONFIDENTIAL. IT MAY NOT BE DISCLOSED TO, OR USED BY, ANYONE OTHER THAN THE ADDRESSEE.  
IF YOU RECEIVE THIS MESSAGE IN ERROR, PLEASE ADVISE THE SENDER IMMEDIATELY.

IF YOU DO NOT RECEIVE ALL THE PAGES PLEASE TELEPHONE IMMEDIATELY  
MESSAGE

Further to our telephone conversation earlier today, I confirm that it is in order for you to amend the date on the forms 395 to read 4 March 2002 rather than 6 March 2002.

Many thanks for your assistance.

Yours sincerely

*Lucy Wheelwright*  
LUCY WHEELWRIGHT

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The partners are either solicitors or registered foreign lawyers and a list of their names and qualifications is open for inspection at the above address  
Regulated by the Law Society

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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. 03901082

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 4th MARCH 2002 AND CREATED BY CIBORIO (DIRECT) 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 19th MARCH 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th MARCH 2002.

*P. [Signature]*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —