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## COMPANIES FORM No. 395

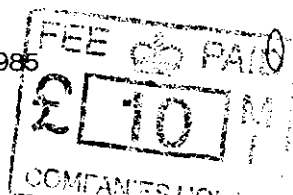
### Particulars of a mortgage or charge

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86669

# 395

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Pursuant to section 395 of the Companies Act 1985



CHA 116

To the Registrar of Companies

For official use

Company number

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

\*insert full name  
of company

Name of company

\* Bizspace plc (the "Borrower")

Date of creation of the charge

18 May 2001

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

Supplemental Legal Charge (the "Deed")

Amount secured by the mortgage or charge

4

All and any moneys, obligations and liabilities now or in the future due owing or incurred by the Borrower to the Lender in whatever currency denominated whether actually or contingently and whether alone or jointly with any other person and whether as principal or surety under the Finance Documents including all interest, commissions, fees and all legal and other costs charges and expenses which the Lender may charge the Borrower or incur under any Finance Document (the "Secured Liabilities")

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

Anglo Irish Bank Corporation plc of 10 Old Jewry, London, EC2R 8DN (the "Lender")

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

Nicholson Graham & Jones  
110 Cannon Street  
London  
EC4N 6AR

Ref: PYS\KEN\A494-166.395

Time critical reference

For official use  
Mortgage Section

Post room



LD4  
COMPANIES HOUSE

0454  
22/05/01

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legibly, preferably  
in black type, or  
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lettering

The Borrower charges by way of fixed legal mortgage to the Lender as a continuing security for the payment and the discharge of the Secured Liabilities with full title guarantee the property situate at and known as Baltic Works, Effingham Road, Sheffield, South Yorkshire and registered at HM Land Registry under title number YWE33546 and all buildings and fixtures (including trade fixtures) from time to time on any such property and all plant, machinery, vehicles, computers and office and other equipment of the Borrower both present and future (excluding the stock in trade of the Borrower) with the intent that the said property shall henceforth form part of the "Real Property" and the "Charged Property" for all the purposes of the Debenture dated 30 November 2000 and made between the Borrower and the Lender (the "Debenture") and the terms and condition set out therein and with the intent that the Borrower shall be bound and the Debenture shall be read and construed mutatis mutandis accordingly

In these particulars the following definitions are used:

"Charged Property" means the undertaking, property, rights and assets of the Borrower charged by the Debenture and includes any part thereof and any interest therein;

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Nicholas Gellman Jones*

Date

22 May

~~May~~

2001

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  
legibly, preferably  
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bold block lettering

Company Number

3990878

Name of Company

Bizspace plc (the "Borrower")

~~limited~~

\* delete if  
inappropriate

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

Short Particulars of all the property mortgaged or charged (cont...)

"Facility Agreement" means the facility agreement dated 18 October 2000 between (inter alia) the Borrower, the Guarantor and the Lender together with any subsequent variations thereto or replacements thereof;

"Finance Documents" means the Facility Agreement, the Supplemental Facility Agreement, the Security Documents and any other document designated as such by the Lender and the Borrower;

"Guarantor" means Bizspace Trading Limited of 144 Great North Way, London NW4 1EH, registered in England under number 3957501;

"Guarantor's Debenture" means the debenture dated 30 November 2000 executed by the Guarantor in favour of the Lender;

"Managers" means Skillion Limited (registered in England under number 2415812) whose registered office is at 6 Stratton Street, London W1X 5FD and Dunlop Heywood of 90 Deansgate, Manchester M3 2QP and 7 Curzon Street, London W1V 7FL;

"Manager's Undertaking" means the undertakings entered or to be entered into by the Managers from time to time in form and content satisfactory to the Lender relating to the management of the properties listed in Schedule 2 to the Debenture;

"Real Property" means the Charged Property from time to time charged by the Borrower pursuant to the Debenture;

"Security Documents" means  
(a) the Debenture;  
(b) the Guarantor's Debenture;  
(c) the Manager's Undertaking; and  
(d) the Deed;

"Supplemental Facility Agreement" means the supplemental facility agreement dated 17 May 2001 between (inter alia) the Borrower, the Guarantor and the Lender.

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

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binding margin

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

**Please complete  
legibly, preferably  
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bold block lettering**

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bold block lettering**

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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. 03990878

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL CHARGE DATED THE 18th MAY 2001 AND CREATED BY BIZSPACE PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANGLO IRISH BANK CORPORATION PLC ON ANY ACCOUNT WHATSOEVER UNDER ANY FINANCE DOCUMENT WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 22nd MAY 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th MAY 2001.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

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