



CHFP004

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.

395

Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

04858491

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

\*Insert full name  
of Company

Name of company

\* Seckloe 174 Limited (the "Company")

Date of creation of the charge

13 November 2003

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

Debenture

Amount secured by the mortgage or charge

See attached schedule

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

Fortis Bank SA-NV UK Branch of 23 Camomile Street, London (the "Bank")

Postcode

EC3A 7PP

Presentor's name and address and

Reference (if any):

Osborne Clarke Ref: DEAS/0879416  
Apex Plaza  
Forbury Road  
Reading RG1 1AX

Time critical reference

For official Use

Mortgage Section

Post room



A38  
COMPANIES HOUSE

0615  
19/11/03

Short particulars of all the property mortgaged or charged

See attached schedule

Please do not  
write in  
this margin

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

Particulars as to commission allowance or discount (note 3)

NIL

For Fortis Bank SA-NV UK Branch

Signed *Osborne Clarke*

Date 18 November 2003

On behalf of [mortgagee/chargee]†

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

## Notes

†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.
- 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 CF4 3UZ, DX: 33050 Cardiff

## Schedule to Form 395

### Seckloe 174 Limited (Company number 4858491)

#### Part I

##### Amount secured by the mortgage or charge

By clause 2.1 of the Debenture the Company:

"covenants that it will on demand pay to the Bank all moneys and discharge all obligations and liabilities whether actual or contingent now or hereafter due owing or incurred to the Bank by the Company in whatever currency denominated whether on any banking or other account or otherwise in any manner whatsoever (whether alone or jointly and in whatever style name or form and whether as principal or surety) when the same are due including all liabilities in connection with foreign exchange transactions swap arrangements issuing confirming accepting endorsing or discounting any notes or bills or under bonds guarantees indemnities documentary or other credits or any instruments whatsoever from time to time entered into by the Bank for or at the request of the Company together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed and commission discount fees and other charges and all legal and other costs charges and expenses incurred by the Bank in relation to the Company or the assets charged by the Debenture (together with Value Added Tax thereon) on a full and unqualified indemnity basis."

By clause 3.1 of the Debenture the Company:

"shall pay commission interest fees and charges to the date of payment (as well after as before any demand or judgement or liquidation administration or other incapacity of the Company) at the rates and upon the terms from time to time agreed with the Bank or in the absence of agreement at the rate set out in Part B(i) of the Schedule to the Debenture (*being the rate equal to the aggregate of (a) the Margin (being 3% per annum or such other rate as the Bank may from time to time prescribe) (b) the Base Rate of the Bank from time to time and (c) any additional costs incurred as a result of any change in, or in the interpretation or application of, or the introduction of any law or any regulation including (without limitation) those relating to taxation, capital adequacy, liquidity, reserve assets, cash ratio deposits and special deposits (but excluding anything to be calculated as part of Base Rate)*) upon such days as the Bank may from time to time determine and such interest shall be compounded in the event of it not being punctually paid at quarterly intervals in accordance with the usual practice of the Bank or for such other periods as determined by the Bank, but without prejudice to the right of the Bank to require payment of such interest when due.

## Part II

### Short particulars of all the property mortgaged or charged

By clause 4 of the Debenture the Company charges to the Bank with full title guarantee as a continuing security for the payment of all moneys and the discharge of all obligations and liabilities covenanted to be paid or otherwise secured under the Debenture:

FIRST the freehold and leasehold property of the Company both present and future and all buildings and fixtures (including tenant's and trade fixtures) from time to time on any such property and all plant machinery vehicles computers and office and other equipment of the Company both present and future (excluding stock in trade of the Company) (the "**Properties**")

SECONDLY all stocks shares bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests including but not limited to loan capital of the Company both present and future in any company firm consortium or entity wheresoever situate including all allotments accretions offers rights benefits and advantages whatsoever at any time accruing offered or arising in respect of or incidental to the same and all stocks shares rights money or property accruing thereto or offered at any time by way of conversion redemption bonus preference option or otherwise in respect thereof (the "**Securities**")

THIRDLY all book and other debts revenues and claims both present and future including things in action which may give rise to a debt revenue or claim and including without limitation bank deposits and credit balances and the benefit of all rights and claims of any nature whatsoever against any lessees, licensees or other occupiers and against all guarantors and sureties for the obligations of such lessees or occupiers from time to time of the whole or any parts of any of the Properties due or owing or which may become due or owing to or purchased or otherwise acquired by the Company and the full benefit of all rights and remedies relating thereto including but not limited to any negotiable or non-negotiable instruments guarantees indemnities debentures legal and equitable charges and other security reservation of proprietary rights rights of tracing liens and all other rights and remedies of whatsoever nature in respect of the same (the "**Debts**")

FOURTHLY the uncalled capital goodwill and all patents patent applications trade marks and service marks (whether registered or not) brand and trade names registered designs design rights and copyrights computer programmes inventions confidential information know-how and all other intellectual or intangible property or rights and all applications for the protection of any of the foregoing in any part of the world and all licences agreements and ancillary and connected rights

and benefits relating to the intangible property both present and future of the Company (the "**Capital**")

FIFTHLY all present and future contracts or policies of insurance and assurance including life policies) in which the Company now or hereafter has an interest and all moneys from time to time payable thereunder including any refund of premium (the "**Insurances**")

SIXTHLY the undertaking and all other property assets rights title and interest of the Company whatsoever and wheresoever both present and future including but not limited to the stock in trade of the Company wheresoever and the heritable property and the whole of the property assets and rights in Scotland which is or may be from time to time while this instrument is in force comprised in the property and undertaking of the Company and the Properties, Securities, Debts, Capital and Insurances (if and in so far as the charges thereon contained in the Debenture shall for any reason be ineffective as fixed charges) (the "**Floating Charge Assets**")"

Pursuant to clause 4.2 of the Debenture, the charges created by the Debenture shall as regards the Properties, Securities, Debts, Capital and Insurances be first fixed charges (and as regards all those parts of the freehold and leasehold property now vested in the Company shall constitute a charge by way of legal mortgage thereon) and as to the Floating Charge Assets shall be a first floating charge (subject to clause 4.4 of the Debenture).

By clause 4.3 and clause 5 of the Debenture the Company covenants that it will not without the prior consent in writing of the Bank:

- (i) sell assign discount factor pledge charge release set-off or otherwise dispose of the Debts or any part thereof or deal with the same otherwise than in accordance with clause 5.2(a) of the Debenture;
- (ii) create or attempt to create or permit to subsist any mortgage debenture charge (whether fixed or floating) or pledge upon or permit any lien or other encumbrance (save a lien arising by operation of law in the ordinary course of trading) to arise on or affect the goodwill undertaking property assets revenues and rights hereby charged (together the "**Charged Assets**") or any part thereof;
- (iii) part with possession transfer sell lease or otherwise dispose of the Charged Assets or any part thereof or attempt or agree so to do (except in the case of stock in trade charged by way of floating charge only which may be sold at market value in the usual course of trading as now conducted and for the purpose of carrying on its business);

- (iv) vary surrender cancel assign charge or otherwise dispose of or permit to be forfeited or repossessed its leasehold interest in any premises or any credit sale hire purchase leasing rental licence or like agreement for any material equipment used in its business or agree any rent review and shall fulfil its obligations under every such lease and agreement and when required produce to the Bank proof of all payments from time to time due from the Company thereunder;
- (v) form or acquire any subsidiary or permit any subsidiary company to issue any share or loan capital except to the Company or to a wholly owned subsidiary Company or transfer lease or dispose of any Charged Assets to any connected person (as defined in section 249 of the Insolvency Act 1986) save on terms previously approved in writing by the Bank;
- (vi) subscribe for purchase or acquire any shares debentures securities or other interest in any body corporate;
- (vii) make any loan or advance or provide extended credit or give any guarantee or indemnity or act as surety (save in the ordinary and usual course of trading as transacted at the date hereof);
- (viii) borrow obtain advances or raise moneys on acceptance credits or enter into any capital commitment which then aggregated with like transactions by its subsidiaries would exceed any limit which may from time to time be agreed with the Bank;
- (ix) incur any expenditure or liabilities of an exceptional or unusual nature;
- (x) open or attempt to open any account or accounts with any other bank or financial institution;
- (xi) (irrespective of the Bank's consent) do or cause or permit to do anything which may in any way depreciate jeopardise or otherwise prejudice the value to the Bank of the security created by the Debenture;
- (xii) permit any person to be registered as proprietor under the Land Registration Acts of any freehold or leasehold property present or future from time to time charged by the Debenture nor create or permit to arise any overriding interest affecting such property within the definition of those Acts;
- (xiii) permit any person to become entitled to a proprietary right or interest which may affect the value of any land fixtures or fixed plant and machinery charged by the Debenture; or

- (xiv) redeem or purchase its own shares, pay an abnormal amount by way of dividend nor reissue any debenture or debenture stock which may have been or which may from the date of the Debenture be redeemed by the Company.

By clause 4.4 of the Debenture, notwithstanding anything contained in the Debenture, if the Company charges pledges or otherwise encumbers (whether by way of fixed or floating security) any of the Floating Charge Assets or attempts so to do without the prior consent in writing of the Bank or if any person levies or attempts to levy any distress execution sequestration or other process against any of the Floating Charge Assets, the charge created by the Debenture over the Floating Charge Assets shall automatically without notice instantly operate as a fixed charge.

By clause 5.2(a) of the Debenture, the Company further covenants with the Bank that during the continuance of the security constituted by the Debenture the Company will get in and realise in the ordinary course of its business all book and other debts revenues and enforce any claims charged by the Debenture and pay into the Company's account with the Bank or to such account as the Bank shall from time to time direct all moneys which it may receive in respect of the same forthwith on receipt and pending such payment hold such moneys on trust for the Bank and not (without the prior consent in writing of the Bank) charge or otherwise dispose of or release exchange compound set off or grant time or indulgence or otherwise deal with all or any of the same or purport so to do.

By Clause 8 of the Debenture, the Bank has the power to appoint an administrator.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04858491

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 13th NOVEMBER 2003 AND CREATED BY SECKLOE 174 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO FORTIS BANK SA-NV UK BRANCH ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 19th NOVEMBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st NOVEMBER 2003.

ph,



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES