

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

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)

Name of company

\* 2993 SEE FAX ATTACHED  
INHOCO 2293 LIMITED (the "Company")

Date of creation of the charge

9 February 2004

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

Debenture

Amount secured by the mortgage or charge

all or any monies and liabilities which shall from time to time (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 decree obtained under or in relation to the Debenture ("Secured Liabilities"),

All monies due and owing and from the Company  
formerly known as INHOCO 2293 Limited to the Charge  
in any amount whatsoever

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

The Governor and Company of the Bank of Scotland whose head office is The Mound,  
Edinburgh, EH1 1YZ and acting through its office at 55 Temple Row, Birmingham, B2 5LS  
("BoS")

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

DLA  
101 Barbirolli Square  
Manchester  
M2 3DL

Ref:MM/KW/40708/120231

Time critical reference

For official Use  
Mortgage Section



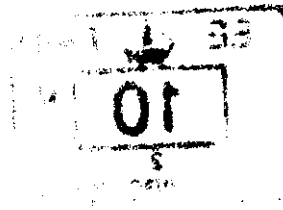
PMO \*PC7U2005\* 0233  
COMPANIES HOUSE 23/2/04  
A32 \*A3CZG8QM\* 0718  
COMPANIES HOUSE 19/02/04  
A27 \*AXUW0SK8\* 0747  
COMPANIES HOUSE 13/02/04

CHFP025

Please do not  
write in  
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Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Insert full name  
of Company



Please see Annexure 1

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

Signed

DLA

Date 11 February 2004

On behalf of [company] [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)

† 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

**INHOCO 2993 LIMITED (Company Number 4934338)**

**ANNEXURE 1 TO FORM 395**

Short particulars of the property mortgaged or charged:

1. Under clause 2.1 of the Debenture, the Company with full title guarantee charged to **BoS** as a continuing security for the payment or discharge of the Secured Liabilities:-
  - 1.1 by way of legal mortgage all estates or interests in the freehold and leasehold property described in the Schedule to the Debenture (if any) together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on any such property;
  - 1.2 by way of fixed charge:-
    - 1.2.1 all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of the Debenture (other than any property charged in terms of Clause 2.1.1 of the Debenture) together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
    - 1.2.2 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) which are at any time on the property charged under the Debenture;
    - 1.2.3 all present and future plant and machinery not otherwise charged under Clause 2 of the Debenture 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);
    - 1.2.4 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;
    - 1.2.5 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 or may be entitled under any contracts;
    - 1.2.6 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;

- 1.2.7 all the Company's goodwill and uncalled capital for the time being;
  - 1.2.8 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 sub-clause 2.1.2.5 of the Debenture);
  - 1.2.9 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);
  - 1.3 by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by Clause 2 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 sub-clause 2.1.2 of the Debenture).
- 2. Under clause 2.2 of the Debenture, the Company with full title guarantee assigned in favour of **BoS** (subject to the right of the Company to redeem such assignment upon payment or discharge in full of the Secured Liabilities) all the right, title and interest of the Company in and to the proceeds of any claims made by the Company, under the Acquisition Agreement.
  - 3. Under clause 2.4 of the Debenture, any mortgage, fixed charge or other fixed security created by the Company in favour of **BoS** shall have priority over the floating charge created by the Debenture, except insofar as **BoS** shall declare otherwise whether at or after the time of creation of such fixed security.
  - 4. Under clause 2.5 of the Debenture, **BoS** may at any time, by notice to the Company, immediately convert the floating charge created under sub-clause 2.1.3 of the Debenture into a fixed charge over any Assets specified in that notice and the floating charge will, without notice from **BoS**, automatically be converted with immediate effect into a fixed charge:-
    - 4.1.1 in respect of any Assets which become subject to a fixed charge in favour of any other person;
    - 4.1.2 in respect of all the Assets charged under sub-clause 2.1.3 of the Debenture if and when the Company ceases to carry on business or to be a going concern; and
    - 4.1.3 in respect of all the Assets on the making of an order for the compulsory winding-up of the Company, on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company or the taking of any steps (including, without limitation, the making of an application or the giving of any notice) by the Company or any other person for the appointment of an administrator in respect of the Company.
  - 5. Under clause 2.7 of the Debenture, the Company will not without the previous written consent of **BoS**:-

- 5.1 create or attempt to create or permit to subsist any mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or encumbrance on all or any of its Assets; or
  - 5.2 sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets (other than any Assets the subject of a floating charge (but not any fixed charge or mortgage) on arms length terms in the ordinary course of trading); or
  - 5.3 in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset.
6. Under clause 2.13 of the Debenture, Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to any floating charge created pursuant to this Debenture.
  7. Under clause 6.2 of the Debenture, Section 103 of the Law of Property Act 1925 will not apply to the Debenture but the statutory power of sale will as between **BoS** and a purchaser from **BoS** arise on and be exercisable at any time after the execution of the Debenture.
  8. Under clause 6.4 of the Debenture, Section 93 of the Law of Property Act 1925 (consolidation of mortgages) will not apply to the Debenture.
  9. Under clause 7.6 of the Debenture, no purchaser or other person dealing with **BoS**, any Receiver or any agent or delegate thereof shall be obliged or concerned to enquire whether the right of **BoS** or any Receiver to exercise any of the powers conferred by or referred to in the Debenture has arisen or become exercisable, whether any of the Secured Liabilities remain outstanding or be concerned with notice to the contrary or whether an event has occurred to authorise **BoS** or any Receiver to act or as to the propriety or validity of the exercise or purported exercise of any such power.

All capitalised terms used in this Form 395 shall have the meaning as set out in the Schedule to this 395.

**INHOCO 2993 LIMITED (Company Number 4934338)**

**SCHEDULE TO FORM 395**

**"Acquisition Agreement"** means the agreement dated 9 February 2004 between, among others, Judith Adamson, Mark Adamson, Pamela McDonald and Rodney McDonald (1) and Inhoco 2993 Limited (2) in relation to the acquisition of the entire issued share capital of Green Corns Limited (company number 3918305);

**"Assets"** shall mean 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;

**"Receiver"** shall mean an administrative receiver, receiver and manager or other receiver appointed pursuant to this Debenture in respect of the Company or over all or any of the Assets charged by this Debenture.

Fax

DLA

To	Julia Burton
Of	Companies House
Fax number	02920 380827
Subject	Inhoco 2993 Limited
From	Marie-Louise Abercromby
Pages	
Hard Copy	No
Our Ref	MLA/MLA/40708/120231/3343562
Your Ref	
Date	23 February 2004

If you do not receive all the pages please telephone immediately.  
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.

Message

Julia

INHOCO 2993 LIMITED ("COMPANY")

I write with regards to a conversation earlier today in relation to the Company.

I should be obliged if you would alter the Form M395 dated 18 February 2004 in relation to the debenture dated 9 February 2004 given by the Company. Please amend the name of the Company from 'Inhoco 2293' to 'Inhoco 2993' and accordingly register the charge in the charges register of the Company.

Should you have any other query with regards to the above, please do not hesitate to contact me on 0161 235 4329.

Yours sincerely

*M Abercromby*  
Marie-Louise Abercromby  
Trainee Solicitor

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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. 04934338

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 9th FEBRUARY 2004 AND CREATED BY GREEN CORNS (CHILDCARE) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY FORMERLY KNOWN AS INHOCO 2993 LIMITED TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 23rd FEBRUARY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th FEBRUARY 2004.

*D Angela*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES