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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.

CHFP025

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

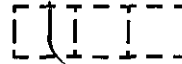
*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



4950508

366504 / 10

Name of company

* Pinco 2037 Limited (the "**Company**")

Date of creation of the charge

8 March 2004

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

Debenture (the "**Debenture**")

Amount secured by the mortgage or charge

All the Company's liabilities to The Royal Bank of Scotland plc (the "**Bank**") of any kind and in any currency, (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Bank's charges and commission Interest (as defined in the Debenture) and Expenses (as defined in the Debenture) (the "**Company's Obligations**")

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

The Royal Bank of Scotland plc, 36 St Andrew Square, Edinburgh

Postcode

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

Walker Morris Solicitors
Kings Court, 12 King Street,
LEEDS, LS1 2HL

RRM/ JMG/ DSS

Time critical reference

For official Use
Mortgage Section

Post room



A36
COMPANIES HOUSE

0560
11/03/04

Please see Appendix 1:

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Walker Morris

Date 9 March 2004

On behalf of ~~XXXXXX~~ [mortgagee/chargee]†

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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

Appendix 1

The Company covenants to discharge on demand the Company's Obligations and as a continuing security for such discharge and with full title guarantee charges to the Bank:-

- 1.1 By way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company including any Registered Land (as defined in the Debenture);
- 1.2 By way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Company except the property charged by Clause 1.1 of the Debenture;
- 1.3 By way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Company
- 1.4 By way of fixed charge all the plant and machinery vehicles and computer equipment of the Company present and future not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts;
- 1.5 By way of fixed charge all furniture furnishings equipment tools and other chattels of the Company present and future not regularly disposed of in the ordinary course of business;
- 1.6 By way of fixed charge all rents receivable from any lease granted out of any freehold and leasehold property of the Company;
- 1.7 By way of fixed charge all the goodwill and uncalled capital of the Company present and future;
- 1.8 By way of fixed charge all stocks shares and other securities held by the Company from time to time in any subsidiary and all income and rights derived from or attaching to the same;
- 1.9 By way of fixed charge all stocks shares and other securities of the Company present and future (except those charged by Clause 1.8 of the Debenture) and all income and rights derived from or attaching to the same;
- 1.10 By way of fixed charge all Intellectual Property Rights choses in action licences and claims of the Company present and future and the insurance policies and proceeds of any insurance from time to time affecting the Property. "Intellectual Property Rights" include (without limitation) all rights in patents inventions copyrights design rights trademarks service marks database rights confidential information know-how domain names and business names;

- 1.11 By way of fixed charge the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Bank or any third party;
- 1.12 By way of fixed charge all book debts and other debts of the Company present and future and the proceeds of payment or realisation of each of them until the receipt of the proceeds from time to time into an account in accordance with Clause 4.2 of the Debenture;
- 1.13 By way of fixed charge all funds standing to the credit of the Company from time to time on any account with the Bank or any other bank or financial institution or organisation including all receipts from time to time paid into an account in accordance with Clause 4.2 of the Debenture Provided that the Bank may without prejudice to this deed permit the Company to make withdrawals from time to time;
- 1.14 By way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under the Debenture.

Restrictions

- 2.1 The Company will not without the previous written consent of the Bank:-
 - 2.1.1 Create or permit to arise any mortgage charge or lien on the Property (as defined in the Debenture);
 - 2.1.2 Dispose of the Property charged by Clauses 1.1 to 1.13 of the Debenture inclusive;
 - 2.1.3 Deal with the Company's book debts and other debts otherwise than by collecting them in the ordinary course of the Company's business and in particular the Company will not realise its book debts and other debts by means of block discounting factoring or the like;
 - 2.1.4 Dispose of the Property charged by Clause 1.14 of the Debenture other than in the ordinary course of business;
 - 2.1.5 Grant or accept a surrender of any lease or licence of or part with or share possession or occupation of its freehold and leasehold property or any part of it;
- 2.2 If the Bank does consent to the creation of a mortgage or charge on the Property (as defined in the Debenture) it may require a priority agreement or deed with the mortgagee or chargee. In the case of

Registered Land (as defined in the Debenture) this will require registration and will be a public document;

- 2.3 The Company applies and agrees that the Bank may apply for a restriction to be entered on the register of any Registered Land (as defined in the Debenture) that no disposition of the registered estate by the proprietor(s) of the registered estate or by the proprietor(s) of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge created by this deed in favour of the Bank referred to in the charges register.
- 3 The Debenture give the Bank the right to appoint an administrative receiver and an administrator (as more fully described in the Debenture).

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY No. 04950508

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 8th MARCH 2004 AND CREATED BY PINCO 2037 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF SCOTLAND plc ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th MARCH 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th MARCH 2004.

f.a



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES