

**M**

CHFP025

Please do not  
write in  
this marginPlease complete  
legibly, preferably  
in black type, or  
bold block lettering\*insert full name  
of Company**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.**

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[Stamp: COMPANIES HOUSE]

5101150

Name of company

\* Hallco 1032 Limited (the "Company")  
C/N PLAXTON LIMITED

Date of creation of the charge

15 May 2004

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

Debenture (the "Debenture") dated 15 May 2004 executed by the Company  
in favour of ~~Aberdeen Asset Managers Limited~~ in its capacity as agent  
and security trustee for the Beneficiaries (the "Security Trustee")

Amount secured by the mortgage or charge

The Company covenants that it will on demand pay to the Security  
Trustee for the account of the Beneficiaries all moneys and discharge  
all obligations and liabilities now or hereafter due, owing or incurred  
by it to the Beneficiaries under or pursuant to the Loan Stock  
Instrument and the Loan Stock when the same become due for payment  
and/or discharge whether express or implied, present, future or  
contingent, joint or several, incurred as principal or surety,  
originally owing to the Beneficiaries or any of them or otherwise  
acquired by the Beneficiaries or any of them and interest (as well  
after as before judgement) to date of payment at such rates and upon  
such terms as may from time to time be payable and all commission,  
fees, expenses and other charges and all legal and other costs on a  
full and unqualified indemnity basis, when the same become due for  
payment or discharge (the "Secured Obligations")

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

Aberdeen Asset Managers Limited  
10 Queens Terrace  
Aberdeen  
Aberdeenshire

Postcode AB10 1YG

Presentor's name address and  
reference (if any):Halliwell Landau  
St James's Court,  
Brown Street,  
Manchester  
M2 2JF

RBF/HXS/M06361.53

Time critical reference

For official Use  
Mortgage Section

Post room

A27  
COMPANIES HOUSE0710  
25/05/04

Short particulars of all the property mortgaged or charged

1. The Company, with full title, hereby charges to the Security Trustee (as agent and trustee for the Beneficiaries) as a continuing security for the payment and discharge of the Secured Obligations:

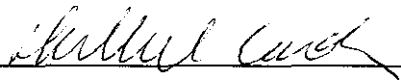
- (a) by way of first legal mortgage, the Properties (if any) specified in Schedule 1;
- (b) by way of first legal mortgage, all Properties (other than any Properties specified in Schedule 1) now owned by the Company or in which the Company has an interest;
- (c) by way of first fixed charge (to the extent that the Properties are not the subject of a legal mortgage by virtue of clauses 3.1(a) or 3.1(b) of the Debenture) all present and future Properties now or from time to time hereafter owned by the Company or in which the Company may have an interest.

...con/d

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date 19 May 2004

On behalf of [company] ~~XXXXXXXXXXXX~~ †

Please do not write in this margin

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

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

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## Particulars of a mortgage or charge (continued)

Please do not  
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Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)

Please complete  
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Company Number

5101150

Name of Company

Hallco 1032 Limited (the "Company")

Limited\*

\* delete if  
inappropriate

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

In this Form 395, the following words shall have the following meanings:-

"Beneficiaries" has the meaning given to it in the Security Trust Deed;

"Loan Stock" means the loan stock issued by the Company pursuant to the Loan Stock Instrument;

"Loan Stock Instrument" means the loan stock instrument dated 15 May 2004 pursuant to which the Company has constituted £6,770,000 Hallico 1032 Limited Secured Loan Stock 2011;

"Security Trust Deed" means the security trust deed dated 15 May 2004 executed by (1) the Security Trustee (2) the Company and (3) the entities listed in Schedule 1 to the Security Trust Deed.

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

Please complete  
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.....con/d

(d) by way of first fixed charge, all Equipment now, or from time to time hereafter owned by the Company or in which the Company has an interest and the benefit of all contracts and warranties relating to the same;

(e) by way of first fixed charge, all Securities now or from time to time owned by the Company or in which the Company has an interest;

(f) by way of first fixed charge, all Debts now or from time to time hereafter owned by the Company or in which the Company has an interest (whether originally owing to the Company or purchased or otherwise acquired by it);

(g) by way of first fixed charge, the proceeds of collection of all Debts and all moneys standing to the credit of the Receivables Account;

(h) by way of first fixed charge, any and all amounts from time to time standing to the credit of all present and future accounts of the Company with any bank, financial institution or other person;

(i) by way of first fixed charge, all moneys from time to time payable to the Company under or pursuant to the Insurances including without limitation the right to refund of any premiums;

(j) by way of first fixed charge, the proceeds of all other sums of money received by the Company, other than those specified in clauses 3.1(f), 3.1(g), 3.1(h) or 3.1(i) of the Debenture;

(k) by way of fixed charge, the goodwill and uncalled capital of the Company;

(l) by way of first fixed charge all Intellectual Property now or from time to time hereafter owned by the Company or in which the Company may have an interest

(c) The Company, with full title guarantee hereby charges to the Security Trustee (as agent and trustee for the Beneficiaries by way of first floating charge its undertaking and all its property, assets, rights whatsoever and wheresoever both present and future including, without limitation, its Inventory, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to clause 3.1 of the Debenture or otherwise pursuant to the Debenture but including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland.

2. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge in clause 3.2 of the Debenture which shall be enforceable at any time after the Enforcement Date.

3. The Debenture contains covenants by the Company that it will not without the prior written consent of the Security Trustee:

(a) dispose of all or any of its Properties;

(b) dispose of all or any of the Fixed Charge Assets;

(c) dispose of Inventory or any other Charged Asset the disposal of which is not otherwise restricted by the express terms of the Debenture otherwise than for full value in the ordinary course of business;

.....con/d

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## Particulars of a mortgage or charge (continued)

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Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)

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Company Number

5101150

Name of Company

Hallco 1032 Limited (the "Company")

Limited\*

\* delete if  
inappropriate

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

Amount due or owing on the mortgage or charge (continued)

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

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con/d....

(d) dispose of or create or attempt to create or permit to subsist or, arise any Encumbrance on or over the, the Debts or any part thereof, or release, set off or compound or deal with the same otherwise, than in accordance with clause 5.1(b) of the Debenture or as permitted under clause 9(b) of the Loan Stock Instrument;

(e) create or attempt to create or permit to subsist in favour of any person other than the Security Trustee any Encumbrance on or, affecting the Charged Assets or any part thereof except a lien, arising by operation of the law in the ordinary course of trading, over property other than land or as permitted under clause 9(b) of, the Loan Stock Instrument.

3. In this Form M395, the following words shall have the following, meanings:-

"Charged Assets" means all the assets of the Company described in clauses 3.1 and 3.2 of the Debenture;

"Collateral Instruments" means notes, bills of exchange, certificates of deposit and other negotiable and non-negotiable instruments, guarantees and any other documents or instruments which contain or evidence an obligation with or without security) to pay, discharge or be directly responsible for, any, any liabilities of any person and includes any document or instrument creating, of any person and includes any document or instrument creating or evidencing an Encumbrance;

"Debts" means book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any manner whatsoever and all things in action which may give rise to any debts, revenue or claim, together with the full benefit of any Encumbrances, Collateral Instruments and any other rights relating thereto (whether as creditor or beneficiary) including without limitation, reservations of proprietary rights, thereto (whether as creditor or beneficiary) including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights, but excluding any assets which are the subject of clauses 3.1(g) or 3.1(h) of the Debenture;

"disposal" includes any sale, lease, sub-lease, assignment or transfer, the grant of an option or similar right, the grant of any easement, right or privilege, the grant of a licence or permission to assign or the grant of licence or permission to assign or sublet, the creation of a trust or other equitable interest or any other proprietary right in favour of a third party, a sharing or parting with possession or occupation whether by way of licence or otherwise and the granting of access to any other person over any Intellectual Property, and any agreement or attempt to do any of the foregoing and "dispose" and "disposition" shall be construed accordingly;

"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security, trust arrangement for the purpose of providing or other security, providing security or other security interest of any kind securing or preferring any obligation of any person or any other arrangement having the effect of conferring rights of retention or set-off or other disposal rights over an asset (including, without limitation, title transfer and/or retention title transfer and/or retention arrangements having a similar effect) and includes any arrangement to create any of the foregoing;

"Enforcement Date" means the date on which an Event of Default occurs which is continuing.  
.....con/d

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## Particulars of a mortgage or charge (continued)

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Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)

Please complete  
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Company Number

5101150

Name of Company

Hallco 1032 Limited (the "Company")

Limited\*

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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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con/d...

"Equipment" means machinery, equipment, furniture, furnishings, fittings and fixtures and other tangible personal property (other than Inventory), including, without limitation, data processing hardware and software, motor vehicles, aircraft, dies, tools, jigs and office equipment, together with all present and future additions thereto, replacements or upgrades thereof, components and auxiliary parts and supplies used or to be used in connection therewith and all substitutes for any of the foregoing, and all manuals, drawings, instructions, warranties and rights with respect thereto wherever any of the foregoing is located;

"Event of Default" means any of the events or circumstances set out in clause 7 of the Loan Stock Instrument;

"Fixed Charge Assets" means the assets of the Company described in clause 3.1 of the Debenture;

"Fixtures" means, in relation to a Property, all fixtures and fittings (including trade fixtures and fittings), fixed plant and machinery and other items attached to that property, whether or not constituting a fixture at law.

"Insurances" means all present and future contracts or policies of insurance, (including life assurance policies) taken out by the Company or in which the Company from time to time has an interest;

"Intellectual Property" means all patents (including applications for and, rights to apply for patents), trade marks and service marks (whether registered or not) and applications for the same, trade names, registered designs, design rights, semi-conductor topography rights, database rights, copyrights, know-how and trade secrets and all other intellectual or intangible property or rights and all licences, agreements and ancillary and connected rights relating to intellectual and intangible property, in each case now or from time to time hereafter owned by the Company, including any, renewals revivals or extensions thereof and wherever in the world subsisting;

"Inventory" means inventory, goods and merchandise, wherever located, raw, materials, work-in-progress, finished goods, returned goods and materials and supplies of any kind, nature or description used in connection with the Company's business or used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise and other such specified property, and all documents of title or other such documents representing them;

"Property" means freehold and leasehold wherever situate (other than any heritable property in Scotland) and includes all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appertaining to, or benefiting, the same and "Properties" means all or any of the same, as the context requires;

"Receivables Account" means the account with Barclays Bank PLC or any other, bank, financial institution or other person to which the proceeds of, realisation of Debts are to be paid pursuant to clause 5.1(b) of the Debenture;

"Securities" means stock, shares, bonds and securities of any kind whatsoever (including warrants, options, and other rights to acquire or subscribe any of the same) whether marketable or otherwise and all interests (including but not limited to loan capital) in any person, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest, or otherwise in respect thereof;

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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. 05101150

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 15th MAY 2004 AND CREATED BY PLAXTON LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY FORMERLY K/A HALLCO 1032 LIMITED TO THE SECURITY TRUSTEE FOR THE ACCOUNT OF THE BENEFICIARIES 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 25th MAY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th MAY 2004.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

*DRP*