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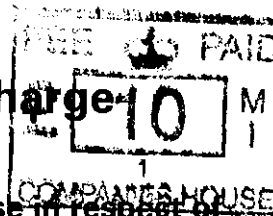
\* Insert full name  
of company

## COMPANIES FORM No. 395

**Particulars of a mortgage or charge**

Pursuant to section 395 of the Companies Act 1985

**A fee of £10 is payable to Companies House in respect of  
each register entry for a mortgage or charge.**



02/1630/20  
**395**

To the Registrar of Companies

(Address overleaf - Note 6)

For official use Company number



05205997

Name of company

\* Northcliffe &amp; Pine Limited

Date of creation of the charge

24th November 2004

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

MORTGAGE DEBENTURE

Amount secured by the mortgage or charge

The Company covenants that it will on demand pay to State (as agent for itself and each Associate) without deduction, set off or counterclaim all monies and discharge all obligations and liabilities whether actual or contingent now or at any time due, owing or incurred to State or any Associate by the Company in whatever currency denominated and howsoever incurred, (whether alone or jointly and in whatever style, name or form and whether as principal or surety) when the same are due and including, in particular, the payment of all amounts which may become due on or following termination of, or demand made under, a Finance Agreement in accordance with its terms and all accrued interest, commission, fees and other charges and all Expenses.

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

State Securities Plc, Jellicoe House, Botleigh Grange Office Campus,  
Grange Drive, Hedge End, Southampton, Hampshire

Postcode SO30 2AF

Presentor's name, address and  
reference (if any): 76

State Securities plc  
Jellicoe House, Botleigh  
Grange Office Campus  
Grange Drive, Hedge End  
SO30 2AF

Time critical reference

For official use  
Mortgage section

Post room



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

3.1 The Company grants the mortgages, charges and other securities set out in this clause 3 to State (as agent and trustee for itself first and then each Associate) with full title guarantee and to the intent that the securities created by this Debenture shall rank as continuing securities for all the obligations and liabilities of the Company described in clause 2 or otherwise arising under this Debenture (whether incurred to State or any Associate). Unless otherwise stated, the security created extends to all present and future assets of the type referred to and to all interests of the Company in such assets.

3.2 The Company separately charges by way of legal mortgage each of the following:

3.2.1 all of the freehold and leasehold property now vested in the Company including, but not limited to, the properties short particulars of which is or are set out in Schedule 1;

3.2.2 all buildings and fixtures (including trade fixtures, tenant's fixtures and fixed plant and equipment) on such Real Property;

3.2.3 all presently held vendor's liens, mortgages, charges, options, agreements and rights, titles and other legal interests in or over land of whatever description held by the Company on the date of this Debenture; and

3.2.4 all rents, licence fees, service charges or ground rents payable in respect of such Real Property.

3.3 The Company separately charges by way of fixed charge each of the following:

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

Particulars as to commission allowance or discount (note 3)

Signed S Beechley Date 29.11.04

On behalf of [company] [mortgagee/chargee]\*  
State Securities PLC.

\*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 CF4 3UZ.

3.3.1 all estates or interests in any freehold and leasehold property of whatever kind (whether legal or equitable) not effectively mortgaged by clause 3.2 now or at any time during the continuance of the security created by this Debenture belonging to or mortgaged or charged to the Company and all proceeds of sale thereof;

3.3.2 the benefit of all licences or agreements relating to any such Real Property to which the Company may be party or to which the Company may at any time be entitled;

3.3.3 all buildings and fixtures (including trade fixtures, tenant's fixtures and fixed plant and equipment) owned by the Company from time to time in or on any such Real Property;

3.3.4 all vendor's liens, mortgages, charges, options, agreements, titles and other interests in or over Real Property acquired by the Company at any time in the future;

3.3.5 all rents, licence fees, service charges or ground rents payable in respect of such Real Property;

3.3.6 all machinery and equipment used by the Company in the Business which is accounted for as fixed assets with an individual value in excess of £5,000 and which will not, ordinarily, be replaced within 12 months of its purchase or acquisition by the Company, together with the benefit of all warranties and contracts relating to the same; and

3.3.7 all other plant, machinery, vehicles, computers and other equipment of the Company both present and future together with the full benefit of all warranties and contracts relating to the same (although excluding the Company's stock in trade or work in progress).

3.4 The Company assigns absolutely to State all of its right, title and interest in the Chattel Assets and the full benefit of all warranties, guarantees and contracts relating to the same. Upon State being satisfied that all of the obligations and liabilities described in clause 2 have been irrevocably paid and discharged in full it will, at the cost and request of the Company, reassign the Chattel Assets to the Company.

3.5 The Company separately charges by way of fixed charge each of the following:

3.5.1 all the right, title and interest of the Company to and in all present and future policies of insurance or assurance (including for key-man cover) and the proceeds of all and any claim made or capable of being made at any time in the future under such policies;

3.5.2 all present and future rights to rebate, repayment or reclaim of taxes or custom duties paid by the Company or any other person where the right is asserted or the claim made, the entitlement to a rebate arises or the rebate becomes payable either outside of the ordinary course of trading or after the Company has ceased to trade or after demand has been made by State for repayment of the obligations and liabilities secured by this Debenture;

3.5.3 all claims to which the Company is entitled or may be or become entitled to damages or compensation relating to the Charged Property or the return to the Company of its assets or property (including if recovered by a liquidator or administrator of the Company under statutory powers);

3.5.4 all rights to bank deposits, credit balances and bank or other accounts in each case not comprised in (or standing to the credit at any time of) the Principal Bank Accounts;

3.5.5 (without prejudice to the legal mortgage or fixed equitable charge created of the Real Property and all rights of State as mortgagee or fixed chargee to rents arising thereunder) all rent, licence fees or hire charges receivable in respect of any leasing, hiring or sub-hiring of any of the Charged Property (by the Company (including any not consented to in advance by State and so carried out in breach of the terms of this Debenture));

3.5.6 all rights to any rebate of rentals or refund of purchase price in respect of assets hired or leased to the Company by State,  
(all such matters described in clauses 3.5.1 - 3.5.6 being referred to as "the Fixed Charge Debts")

3.6 The Company separately charges by way of fixed charge each of the following (which in this Debenture are called "the Securities"):

3.6.1 all the shares listed in Schedule 3 (if any);

3.6.2 all other stocks, shares, loan notes and/or securities legally and/or beneficially owned by the Company or any nominee from time to time; and

3.6.3 all dividends, rights, distributions, accretions and benefits relating to the shares stocks, loan notes and securities referred to in this clause 3.6 or paid or payable in respect of them (including by way of preference, bonus, redemption or otherwise) (the "Distribution Rights").

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## Particulars of a mortgage or charge (continued)

Continuation sheet No 1  
to Forms Nos 395 and 410 (Scot)

Company number

05205997

Please complete  
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in black type, or  
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\*Delete if  
inappropriate

Name of company

Northcliffe & Pine Limited

Limited\*

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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Please do not write Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)  
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## Particulars of a mortgage or charge (continued)

Continuation sheet No 2  
to Forms Nos 395 and 410 (Scot)

Company number

05205997

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\*Delete if  
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Name of company

Northcliffe & Pine Limited

Limited\*

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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Short particulars of all the property mortgaged or charged (continued)

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3.7 The Company separately charges by way of fixed charge each of the following:

3.7.1 uncalled capital, goodwill (which shall include all brand names), licences, trademarks and service marks, patents, patent applications, designs, copyrights, confidential information, know-how, computer software and all other intellectual or intangible property or rights now and from time to time belonging to the Company;

3.7.2 all of the Company's rights and under all contracts entered into by the Company in the course of its business including all distributorship, all leasing, rental, credit hire, hire purchase or similar agreements and all letters of credit issued in its favour and all bills of exchange and other negotiable instruments held by it from time to time;

3.7.3 all amounts realised by an administrator or liquidator of the Company upon the enforcement or execution of any order of the Court under Part VI of the Insolvency Act 1986.

3.8 The Company assigns to State absolutely all the present and future right, title and interest of the Company in the Business and on repayment and discharge of all monies and liabilities (whether or not accrued due) secured by this Debenture State will at the request and expense of the Company re-assign to the Company the right, title and interest in the Business which at that time may be vested in State.

3.9 The Company charges by way of floating charge its undertaking and all its other property, assets and rights not effectively mortgaged or charged by way of fixed charge by clauses 3.2 to 3.8 above of this Debenture whatsoever and wheresoever situate, present and future and including all heritable property located in Scotland and all Floating Charge Debts and all other monetary debts and claims not effectively charged by a fixed charge under this Debenture, the proceeds thereof and all rights relating to the same and all things in action which give rise to a Floating Charge Debt or such a book or monetary debt or claim and all credit balances from time to time on the Principal Bank Accounts.

3.10 All the mortgages and charges created or agreed to be created by this Debenture are, or in the case of future property shall be, first ranking mortgages and charges, subject only to the Prior Security (if any).

3.11 Each of the mortgages or fixed charges created by clauses 3.2 - 3.8 above are to be construed as separate and individual charges as if each asset referred to were charged by its own sub-clause such that if any individual asset is, as a matter of law, charged by only a floating charge this will not prejudice the fixed charge security over any other assets mentioned in the same clause or paragraph.

3.12 State may, in its absolute discretion, determine the priority of the respective claims of itself and each Associate to amounts realised under this Debenture and accordingly all obligations to marshall securities (or to appropriate realisations in any particular manner) are excluded. All duties or liabilities arising from State acting under this Debenture as an agent or trustee for each Associate are also excluded.

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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. 05205997

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE DATED THE 24th NOVEMBER 2004 AND CREATED BY NORTHCLIFFE & PINE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO STATE SECURITIES PLC 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 30th NOVEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th DECEMBER 2004.

GRH  
P



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES