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\* insert full name  
of company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

[5][1][1][1]

65619

Name of company

\* James Latham Plc (the "Company")

Date of creation of the charge

26th March 1997

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

Debenture made between the Company (1) and the Bank (2) (as defined below) (the "Debenture")

Amount secured by the mortgage or charge

(a) all present and/or future indebtedness of the Company to the Bank on any current and/or other account with interest and bank charges,

(b) all other liabilities whatsoever of the Company to the Bank present, future, actual and/or contingent,

(c) all costs, charges and expenses howsoever incurred by the Bank in relation to the Debenture and such indebtedness and/or liabilities on a full indemnity basis;

and includes interest on the foregoing day by day from demand until full discharge (as well after as before any judgment) at the rate provided for in any agreement between the Bank and the Company or, in the absence of any such agreement, at the rate of three (3) per cent. per annum above the base rate of the Bank from time to time (the "Secured obligations").

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

National Westminster Bank Plc, 41 Lothbury, London

(the "Bank")

Postcode

EC2P 2BP

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

Wilde Sapte  
1 Fleet Place  
London  
EC4M 7WS

145 LONDON  
RLF/LDR/710415/BF240190

Time critical reference

For official use  
Mortgage Section

Post room



KLO \*KBNGBUHK\* 2296  
COMPANIES HOUSE 01/04/97

Short particulars of all the property mortgaged or charged

1. In the Debenture, the Company, with full title guarantee, charged as continuing security for the payment of the Secured Obligations, in favour of the Bank:

(a) by way of legal mortgage all estates or interests in the freehold, leasehold and other immovable property described in the Schedule set out below and the proceeds of sale thereof and all buildings and trade and other fixtures on any such property belonging to or charged to the Company (the "Legally Mortgaged Property");

(b) by way of fixed charge all estates or interests in any freehold, leasehold and other immovable property at the date of the Debenture or at any time during the continuance of the security belonging to the company (other than the Legally Mortgaged Property) and the proceeds of sale thereof and all buildings and trade and other fixtures from time to time on any such property belonging to or charged to the Company;

See Continuation Sheet No. 1

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Particulars as to commission allowance or discount (note 3)

Nil

Signed

Wilde Sapte

Date

27

March 1997

On behalf of [company] [mortgagee/chargee] †

† 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.

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## Particulars of a mortgage or charge (continued)

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

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Company Number

65619

Name of Company

James Latham Plc (the "Company")

Limited\*

\* delete if  
inappropriate

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)

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(c) by way of fixed charge all plant, machinery, vehicles, computers and office and other equipment owned by the Company both present and future;

(d) by way of fixed charge all book debts and other debts at the date of the Debenture and from time to time due or owing to the Company (the "Debts") and (subject to the provisions of Clause 6.2 of the Debenture) all moneys which the Company receives in respect thereof;

(e) by way of fixed charge (but subject to the provisions of Clause 6.2 of the Debenture) all balances standing to the credit of any current, deposit or other account of the Company with the Bank (including, inter alia, any account designated a realisations account for the proceeds of disposals of any of the assets of the Company) or with other bankers, financial institutions or similar third parties;

(f) by way of fixed charge all stocks, shares, debentures, bonds, notes and loan capital of:

(i) any Subsidiary (as defined in the Debenture); and

(ii) any other body corporate the certificates or other documents evidencing ownership of which are at the date of the Debenture or at any time thereafter deposited by the Company with the Bank or are held by the Bank or its agents or transferred to or registered in the name of the Bank or its agents or nominees;

and all rights to subscribe for, redeem, convert other securities into or otherwise acquire any of the same which may at the date of the Debenture or thereafter belong to the Company, together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;

(g) by way of fixed charge the goodwill of the Company and its uncalled capital at the date of the Debenture or at any time thereafter in existence;

(h) by way of fixed charge all copyrights, patents, patent applications, licences, trade marks, tradenames, know-how and inventions or other rights of every kind deriving therefrom at the date of the Debenture or at any time thereafter belonging to the Company and all fees, royalties and other rights of every kind deriving from such copyrights, patents, trade marks, tradenames, know-how and inventions; and

(i) by way of floating charge the whole of the Company's undertaking and all its property, assets and rights, whatsoever and wheresoever, present and future, other than any property or assets from time to time or for the time being effectively mortgaged or charged to the Bank by way of fixed charge by Clause 2 of the Debenture (hereinafter collectively referred to as the "Floating Charge Property").

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## Particulars of a mortgage or charge (continued)

Continuation sheet No 2  
to Form No 395 and 410 (Scot)

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Company Number

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Name of Company

James Latham Plc (the "Company")

Limited\*

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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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## Note:

1. The Company covenanted in the Debenture that without the prior written consent of the Bank it would not nor would it agree or purport to:

(a) create or permit to subsist any Encumbrance (other than the debenture dated 19th November 1993 granted in favour of Hambros Bank Limited (as security trustee) and the debentures dated 26th March 1997 granted in favour of Svenska Handelsbanken AB (publ) and National Westminster Bank Plc whether in any such case ranking in priority to or pari passu with or after the security created by the Debenture; or

(b) sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or any part of its undertaking or assets, other than Floating Charge Property in the ordinary course of trading by the Chargor and on arm's length terms.

2. The Company further covenanted in the Debenture with the Bank that it would not without the prior written consent of the Bank:

(a) part with possession with the whole or any part of, or confer on any other person any right or licence to occupy, or grant any licence to assign or sub-let, any land or buildings forming part of the Charged Property; or

(b) allow any person other than itself to be registered under the Land Registration Act 1925 as proprietor of the Charged Property or any part thereof or create or permit to arise any overriding interest (as specified in section 70(1) of the Land Registration Act 1925) affecting such property.

## SCHEDULE

## THE LEGALLY MORTGAGED PROPERTY

## Details of registered land

County/County Borough/ London Borough	Title No	Address of Property
Buckinghamshire - Wycombe	BM155128	Land and Buildings on the south east side of Gomm Road, High Wycombe
Northamptonshire - Daventry	NN130097	Plot 16 Drayton Fields (also known as land at Sopwith Way) Daventry

## Details of unregistered land

All that leasehold property known as Unit 2, Castlefields Industrial Estate, Bridgwater, Somerset comprised in a lease dated 18 October 1979 and made between Industrial Properties (Bridgwater) Limited (1) and J.H. Sankey & Son Limited (2).

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# Particulars of a mortgage or charge (continued)

Continuation sheet No 3  
to Form No 395 and 410 (Scot)

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Company Number

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Name of Company

James Latham Plc (the "Company")

Limited\*

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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)

**DEFINITIONS:**

"Charged Property" means the property, assets and income of the Company mortgaged or charged to the Bank (whether by way of legal mortgage, fixed or floating charge) by or pursuant to the Debenture and each and every part thereof; and

"Encumbrance" means any mortgage, charge, assignment for the purpose of security, pledge, lien, rights of set-off, arrangements for retention of title, or hypothecation or trust arrangement for the purpose of, or which has the effect of, granting security or other security interest of any kind whatsoever or any agreement, whether expressed to be conditional or otherwise, to create any of the same but excluding all security interests hereunder or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or re-acquired or acquired by the Company.

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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. 00065619

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 26th MARCH 1997 AND CREATED BY JAMES LATHAM PUBLIC LIMITED COMPANY FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NATIONAL WESTMINSTER BANK PLC ON ANY ACCOUNT WHATSOEVER PURSUANT TO THE TERMS OF THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 1st APRIL 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd APRIL 1997.

*R. L. Adams.*

R. L. ADAMS

for the Registrar of Companies

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C O M P A N I E S H O U S E

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