

**CHFP041**

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**Please 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

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.**

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

For official use    Company number

Name of company

\* ABRAHAMS & CARLISLE LIMITED  
Carlham Works Newman Street Bradford BD4 9NT

**Date of creation of the charge**

17 June 2001

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

Debenture

**Amount secured by the mortgage or charge**

SEE ATTACHMENT A (1 page)

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

TECHNICAL & GENERAL GUARANTEE COMPANY LIMITED

14-16 Place Cornavin  
Geneva Switzerland

Postcode CH-1201

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

COOPER & BURNETT  
Napier House, 14-16 Mount  
Ephraim Road  
Tunbridge Wells TN1 1EE  
DX 3905 Tunbridge Wells

Time critical reference

For official use

## Mortgage section

| Post room



**A38**  
**COMPANIES HOUSE**

0422  
08/07/01

Short particulars of all the property mortgaged or charged

SEE ATTACHEMENT B (3 pages)

Please do not  
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Please complete  
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lettering

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

Date

On behalf of [company] [mortgagee/chargee]\*

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.

\*Delete as  
appropriate

## ATTACHMENT A

### Amount secured by the mortgage or charge

- (a) To pay to TGGC immediately on the same becoming due to TGGC all monies obligations and actual liabilities present or future which now are or may at any time hereafter be or become payable due or owing to TGGC by the Company whether solely or jointly and whether as principal or surety or in respect of which the Company may otherwise be or become liable to TGGC on any account whatsoever including (without prejudice to the generality of the foregoing) all those arising in connection with a Deed of Counter-Indemnity of even date granted by the Company to TGGC the principal amount of all loans or advances made or to be made to or for the accommodation or at the request of the Company all fees costs expenses (including legal surveyors valuers and other costs properly and reasonably incurred on a full indemnity basis) commission discount charges and other sums incurred by TGGC and all other monies paid by TGGC or any receiver and manager appointed hereunder in perfecting or otherwise in connection with the indebtedness hereby described in this Deed or any guarantee or security now or hereafter held for this indebtedness including (without prejudice to the generality of the foregoing) all monies expended by TGGC or the receiver or receiver and manager and for which TGGC is liable to indemnify TGGC or the receiver or receiver and manager and all costs to TGGC or receiver or receiver and manager of all proceedings (by whomsoever brought) for enforcement of the security hereby constituted and for obtaining payment of the monies hereby secured or any part thereof or arising out of or in connection with any act done by TGGC as mortgagee or by the receiver as receiver or by the receiver and manager as receiver and manager whether by or against the Company or others together with interest to the date of repayment (as well after as before any judgement) at the higher of such rate or rates as may from time to time be specified by the Agreement or may be prescribed or permitted by statute.
- (b) To pay to TGGC interest (computed on a day to day basis) on all such sums monies or liabilities from the time or the respective times of the same being advanced or incurred until payment (as well after as before any judgement) at the rate of three percent per annum above the base rate of Lloyds Bank Plc for the time being or rates specified in the Agreement.

## **ATTACHMENT B**

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

For the purpose of securing the payment to TGGC of the Indebtedness the Company as beneficial owner **HEREBY CHARGES** to TGGC its undertaking and all its property and other assets of whatsoever nature both present and future including its uncalled capital for the time being (hereinafter collectively called the "Property" which expression shall include any part thereof) and the security hereby created shall rank subject as stated in Clause 4 but in all other respects as:

- (a) a first fixed charge by way of legal mortgage on the freehold property details of which are set out in Part I of Schedule 1 together with all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time therein or thereon which are the property of the Company
- (b) a first fixed charge by way of legal mortgage on the leasehold property details of which are set out in Part I of Schedule 1 together with all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time therein or thereon
- (c) a first fixed charge on all freehold and leasehold property or any estates and interests therein now or hereafter from time to time vested in or charged to the Company (such charge as regards all such property now vested in the Company being by way of legal mortgage)
- (d) a first fixed charge by way of legal mortgage on all plant and machinery chattels implements utensils furniture and equipment now or from time to time placed in or about the Land or elsewhere which are the property of the Company together with any part or parts thereof and all additions alterations accessories replacements and renewals of component parts thereto together with the benefit of any obligations warranties and rights given by or arising against any person in connection with the supply or manufacture thereof including in particular (without limitation) those items brief details of which are set out in Schedule 2
- (e) a first fixed charge on all the goodwill and uncalled capital for the time being of the Company
- (f) a first fixed charge on all the book debts ("Book Debts") of the Company both present and future and the benefit of all rights relating thereto
- (g) a first fixed charge by way of legal assignment on all the copyright in all drawings designs specifications plans and other written materials relating to any products from time to time manufactured by or for the Company and all other intellectual property rights (including but without prejudice to the generality of the foregoing all trademarks at

any time employed by the Company on or in connection with the Property or any business carried on by the Company)

- (h) a first fixed charge on all other monetary debts and claims (including things in action which give rise to a debt or debts) of the Company both present and future and the benefit of all rights relating thereto
- (i) a first charge on all stocks shares and securities both present and future of the Company and all rights and interest in respect of or incidental thereto or deriving or accruing therefrom (all of the same being together hereafter referred to as "Interest in Securities")
- (j) a first fixed legal mortgage over all rents and income and other monies now owing or arising or hereafter to become owing to it in respect of the Land provided that nothing in this sub-clause shall constitute TGGC as a mortgagee in possession and the Company hereby covenants at any time during the continuance of this security to give to TGGC such information in regard to such rents income or other monies as TGGC shall require and if so requested subject to the consent of any holder of a prior charge as described in clause 4 to pay all such income or other monies and to instruct all or any tenants of the Land to pay the rents direct to a bank account designated by TGGC in the name of the Company (the "Account") Without prejudice to any other remedy of TGGC in case of default by the Company in payment of interest TGGC shall be entitled without demand or notice to the Company to appropriate all or any sums from time to time standing to the credit of the Account in full or partial satisfaction of the interest from time to time due from the Company to TGGC but not so as to limit the rights of TGGC in respect of such Account once the Indebtedness has otherwise become payable. At any time after a demand for repayment has been made TGGC may without further demand or notice to the Company appropriate the whole or any part of the sums then or thereafter standing to the credit of the Account in or towards satisfaction of the Indebtedness (and if less than the whole as TGGC shall select)
- (k) a first fixed legal mortgage over all of the Company's interest in and rights under any contracts or agreements for the sale purchase leasing mortgaging management carrying out of works to development or redevelopment of or other dealing with the Land or any part thereof (including for the avoidance of doubt its rights (i) against any person giving any guarantee or security for the performance of any obligations under any such contracts or agreements and (ii) against any person arising under any agreement for the provision of professional or other services in connection with the carrying out of any works to the Land)
- (l) a first fixed legal mortgage over all of the Company's rights to and interest in any proceeds of sale of the whole or any part of the Land which may anytime be held or received by it or anybody else
- (m) a first fixed legal charge (having obtained the necessary consents therefor) over all that interest of the Company in any insurance policies maintained in respect of the Land

- (n) so far as permitted under the relevant document a first fixed Legal Charge over all of the Company's right title and interest in and to all contracts agreements or warranties affecting the Property with National Governments Government Departments local authorities or bodies building contractors architects quantity surveyors structural and mechanical engineers other like bodies professionals or other persons including (without limitation all agreements (if any) referred to in Schedule 3
- (o) a first floating charge on all the undertaking and all other the stock-in-trade work-in-process pre-payments and other property assets and rights of the Company both present and future not subject to a fixed charge hereunder

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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. 01341609

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 17th JUNE 2001 AND CREATED BY ABRAHAMS & CARLISLE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO TECHNICAL & GENERAL GUARANTEE COMPANY LIMITED ON ANY ACCOUNT WHATSOEVER INCLUDING (WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING) ALL THOSE ARISING IN CONNECTION WITH A DEED OF COUNTER-INDEMNITY OF EVEN DATE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 3rd JULY 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th JULY 2001.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

DX  
MB



*Companies House*

— for the record —