

# M

## 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

Name of company

\* 2M Holdings Limited

Date of creation of the charge

2 September 2004

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

Fixed and Floating Charge (the "Fixed and Floating Charge")

Amount secured by the mortgage or charge

The Company agrees with the Security Holder (as defined below):-

- to pay the Secured Monies, which are now or shall be due, owing and payable to the Security Holder, in accordance with the terms of the transaction, security, instrument or other obligation giving rise to the Company's indebtedness to the Security Holder, including those under the Guarantee and Indemnity and the Financing Agreement (if any); and.
- to discharge all obligations and liabilities, whether actual, accruing or contingent, now or in future due, owing or incurred to the Security Holder by the Company, in whatever currency denominated and on whatever account and howsoever arising, whether alone or jointly and in whatever style, name or form and whether as principal or surety.

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

The Royal Bank of Scotland Commercial Services Limited (Company number 00662221), Smith House, Elmwood Avenue, Feltham, Middlesex (the "Security Holder").

Postcode TW13 7QH

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

SJ Berwin  
222 Gray's Inn Road  
London  
WC1X 8XF

R757.175/CP2:131459.1/cabg

Time critical reference

For official Use  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

As security for the discharge of the Secured Liabilities, the Company, with full title guarantee, now gives the following mortgages and charges in favour of the Security Holder, namely:

- 1 a fixed charge by way of legal mortgage on all freehold and leasehold property owned by the Company, including but not limited to land of which the Company is registered as proprietor at H.M. Land Registry (details of which are set out in the Third Schedule to the Fixed and Floating Charge);
- 2 a fixed charge on all of the following assets, whether now or in future belonging to the Company or to which the Company may be entitled:
  - (i) the freehold and leasehold properties of the Company not effectively mortgaged under clause 2.1.1 of the Fixed and Floating Charge including such as may thereafter be acquired;

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

SS Benin

Date

13/9/04

On behalf of [company] [mortgagee/chargee]

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

- (ii) all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to the property subject to the legal mortgage under clause 2.1.1 of the Fixed and Floating Charge and all spare parts, replacements, modifications and additions for or to the same and the benefit of all contracts and warranties relating to the same;
- (iii) any other freehold and leasehold property which the Company shall own, together with all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to such property and all spare parts, replacements, modifications and additions for or to the same and the benefit of all contracts and warranties relating to the same;
- (iv) all plant and machinery and other equipment listed in the Fifth Schedule to the Fixed and Floating Charge and all spare parts, replacements, modifications and additions for or to the same and the benefit of all contracts and warranties relating to the same;
- (v) all fixed plant and machinery, including all spare parts, replacements, modifications and additions for or to the same, not listed in the Fifth Schedule to the Fixed and Floating Charge and the benefit of all contracts and warranties relating to the same;
- (vi) all goodwill, unpaid and/or uncalled capital for the time being of the Company;
- (vii) all the Company's Intellectual Property;
- (viii) all the Company's Securities;
- (ix) all loan capital, indebtedness or liabilities on any account or in any manner owing to the Company from any Subsidiary of the Company or any other Group Company;
- (x) all amounts realised by an administrator or liquidator of the Company, upon enforcement or execution of any order of the Court under Part IV of the Insolvency Act 1986;
- (xi) all documents of title to any item of property which at any time and for any purpose has been or may be deposited with the Security Holder;
- (xii) the assets mentioned in the title documents referred to in the immediately preceding sub-paragraph;
- (xiii) all monies from time to time payable to the Company under or pursuant to the Insurances, including without limitation the right to the refund of any premiums;
- (xiv) all the Company's Fixed Charge Debts;
- (xv) all claims and causes of action, including (without limitation) claims for breach of duty or restitution.

- 3 a floating charge on the remainder of the undertaking, property rights and assets of the Company whatsoever and wheresoever, both present and future, not subject to the above charges and any items not effectively charged as fixed charges under clauses 2.1.1 and 2.1.2 of the Fixed and Floating Charge including all the Company's Floating Charge Debts present and future.

Note: The Company agrees with the Security Holder that whilst the Fixed and Floating Charge exists, it will not create or attempt to create or permit to subsist in favour of any person other than the Security Holder any Encumbrance on or affecting the Mortgaged Property or any part thereof except a lien over property (other than land) arising by operation of law in the ordinary course of trading.

In this 395, the following terms have the following meanings:

"Base Rate" The Sterling Bank Rate per annum quoted from time to time by The Royal Bank of Scotland Plc or its successors or such other bank as we may tell you.

"Debt" where there is a Financing Agreement has the same meaning as therein.

"Encumbrance" Any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention, flawed asset agreement, preferential right, trust arrangement or other security arrangement, whether by law or agreement.

"Financing Agreement" The agreement (if any) for the sale and purchase of Debts and/or a conditional sale agreement and/or any other type of agreement between the Company and the Security Holder, including that of which details are set out in the Seventh Schedule to the Fixed and Floating Charge and any amendments or alterations to it or them and any replacement of it which may be agreed between the Company and the Security Holder.

"Fixed Charge Debts" All the Company's Non-Vesting Debts and their respective Related Rights (where the Company is also party to a Financing Agreement with the Security Holder).

"Floating Charge Debts" All sums due and owing or accruing due and owing to the Company whether or not on account of its trading both present and future except:

- (1) Fixed Charge Debts (if any); and
- (2) any Debts whilst they remain absolutely and effectively vested in or held on trust for the Security Holder under the Financing Agreement (if any) and whether such vesting results from a legal or equitable assignment.
- (3) such sums referred to in clause 2.1.2 of the Fixed and Floating Charge as are effectively charged as fixed charges under the Fixed and Floating Charge.

"Group Company" The Company and its Subsidiaries, its holding company (as defined in Section 736 of the Companies Act 1985) and the Subsidiaries of its holding company.

"Guarantee and Indemnity" All guarantees and indemnities given by the Company in favour of the Security Holder including that referred to in the Second Schedule to the Fixed and Floating Charge.

"Insurances" 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 any interest.

"Intellectual Property" All patents, trade marks and service marks (whether registered or not) trade names, registered designs, design rights including applications for and rights to apply for any of the aforesaid matters, semi-conductor topography rights, database rights, copyrights, computer programs, know-how, trade secrets and all other intellectual or intangible property or rights and all licences, agreements 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 subsisting in the world and the Company's licences and rights to use or exploit any of the aforesaid owned or possessed by any third party.

"Mortgaged Property" The subject matter of the mortgages and charges (or any or any part of them, if the context so allows) created by the Fixed and Floating Charge including those set out in clause 2 of the Fixed and Floating Charge.

"Non-Vesting Debts" All or any Debts of the Company purchased or to be purchased by the Security Holder pursuant to the Financing Agreement (if any) but which either (i) fail to vest absolutely and effectively in the Security Holder for any reason, together with the Related Rights or (ii) are found to vest in the Security Holder by way of security.

"Related Rights" Has the same meaning as in the Financing Agreement (if any).

"Remittance" Cash, cheques, bills of exchange, negotiable and non negotiable instruments, letters of credit, orders, drafts, promissory notes, electronic payments and any other instruments, methods or forms of payment or engagement.

"Secured Liabilities" Both the Secured Monies and the obligations and liabilities referred to in Clause 1.1.2 of the Fixed Floating Charge.

"Secured Monies" All the monies which now or at any time in future may be owing due and/or payable (but remaining unpaid) by the Company to the Security Holder in any manner and for any reason on any account; Secured Monies include all such monies due by the Company, either alone or jointly with any other person or on any partnership account (even though the whole of any part of such monies is represented or secured by any mortgages, guarantees, trust receipts, bills of exchange, leasing, hire or conditional sale agreements, assignments, agreements for discounting or factoring of debts or any other agreements or securities) and whether or not any of them have or has fallen due or become payable and whether or not default shall have been made in respect thereof; Secured Monies also means any of the following items, whether now or in the future:

- (1) all monies due or payable under the Guarantee and Indemnity or by virtue of any other guarantee or indemnity given by the Company to the Security Holder or under the Financing Agreement (if any) or any other agreement between the Company and the Security Holder for the sale and purchase of debts;
- (2) all monies which the Security Holder can charge to the Company and all costs, charges and expenses incurred by the Security Holder after default in payment of any such monies or of breach by the Company of any of the provisions of the Fixed and Floating Charge;
- (3) the charges of surveyors and/or solicitors instructed by the Security Holder in connection with any part of the Mortgaged Property;
- (4) all advances which the Security Holder has made or shall make to the Company;

(5) any indebtedness now or hereafter to be incurred by the Security Holder for or at the request of the Company, including all monies which the Security Holder shall pay or become liable to pay for or on account of the Company or any other person at the request or order of the Company or under its authority, either alone or jointly with any other person and whether or not by any of the following:

5.1 the Security Holder making direct advances; or

5.2 the Security Holder drawing, accepting, endorsing, paying or discounting any Remittance; or

5.3 the Security Holder entering into any bond, guarantee, indemnity or letter of credit; or

5.4 the Security Holder confirming orders; or

5.5 the Security Holder otherwise accepting any other liability for or on behalf of the Company;

(6) all costs, charges and expenses which the Security Holder may from time to time incur in:

6.1 stamping, perfecting, registering or enforcing this security; or

6.2 the negotiations for the preparation and execution of the Fixed and Floating Charge and the Guarantee and Indemnity or any priority arrangement, waiver or consent in respect of them; or

6.3 obtaining payment or discharge of Secured Monies; or

6.4 paying any rent, rates, taxes or outgoings for the Mortgaged Property; or

6.5 insuring, repairing, maintaining, managing or realising any part of the Mortgaged Property; or

6.6 the preservation or exercise of any rights under or in connection with the Fixed or Floating Charge or any attempt to do so; or

6.7 giving a discharge or release of this security; or

6.8 dealing with or obtaining advice about any other matter or question arising out of or in connection with this deed;

with the intention that the Security Holder shall be afforded a full complete and unlimited indemnity against all costs, charges and expenses paid or incurred by it and whether arising directly or indirectly in respect of this security or of any other security held by the Security Holder for the Secured Monies and such costs, charges and expenses shall include the appropriate proportion of the salaries, bonuses, national insurance and direct expenses of any staff or officers of the Security Holder and the fair and reasonable proportion of the overheads of the Security Holder attributable to such staff and officers;

- (7) all monies expended by any attorney appointed under clause 5.4 of the Fixed and Floating Charge in exercising his powers;
- (8) interest on all monies due and owing to the Security Holder at such rate as may from time to time be payable pursuant to any agreement or arrangement relating thereto and in the absence of any agreement or arrangement at four per cent above the Base Rate from time to time of The Royal Bank of Scotland Plc accruing from day to day and compounded monthly.

"Securities" All stocks, shares, bonds and securities of any kind whatsoever and whether marketable or otherwise and all other interests (including but not limited to loan capital) both present and future held by the Company in any person and includes all allotments, rights, monies, benefits, advantages and other property whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property offered at any time by way of dividend, conversion, redemption, bonus, substitution preference, option, exchange or otherwise in respect thereof.

"Sterling" The lawful currency from time to time of the U.K.

"United Kingdom/U.K." The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.

"Subsidiary"

- (1) A subsidiary within the meaning of Section 736 of the Companies Act 1985; and
- (2) unless the context otherwise requires, a subsidiary undertaking within the meaning of Sections 258-260 of the Companies Act 1985 as substituted by Section 21 of the Companies Act 1989.

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

FILE COPY



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

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

COMPANY No. 04530131

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND FLOATING CHARGE DATED THE 2nd SEPTEMBER 2004 AND CREATED BY 2M HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF SCOTLAND COMMERCIAL SERVICES LIMITED 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 15th SEPTEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th SEPTEMBER 2004 .

GRH  
P.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES