

# M

CHFP025

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\* insert full name  
of Company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

ACCOUNT

10 7 JUN 1999

RECEIVED

# 395

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

[3] [1] [1] [1]

4606

Name of company

\* SK REALISATION LTD (the "Company")

Date of creation of the charge

27th May 1999

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

Debenture (the "Debenture") dated 27th May 1999 between the Company and  
Midland Bank plc as Security Trustee (the "Security Trustee").

Amount secured by the mortgage or charge

All monies and liabilities which now are or shall at any time after the  
date of the Debenture be due, owing or incurred to the Security Trustee  
and the other beneficiaries referred to in the Debenture (hereafter, the  
"Beneficiaries") by the Company whether actually or contingently and  
whether presently or in the future and whether solely or jointly with  
any other person and whether as principal or surety or in any way or  
whatsoever (including without limitation all monies payable under Clause  
31 of the Debenture including (as well after as before any demand made  
or judgment obtained) interest,

Contd./....

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

Midland Bank plc whose registered office is at Poultry in the City of  
London as agent and trustee for the Beneficiaries (the "Security  
Trustee").

Postcode

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

Eversheds  
Senator House  
85 Queen Victoria Street  
London  
EC4V 4JL

JPM/AS/GEI

Time critical reference

For official Use  
Mortgage Section

Post room



KL0 \*KL25BGWZ\* 355  
COMPANIES HOUSE 04/06/99

Short particulars of all the property mortgaged or charged

1. Under the Debenture, the Company with full title guarantee charges by way of:

1.1 legal mortgage all freehold and leasehold land now vested in the Company together with all fixtures fittings and fixed plant and machinery now or at any time hereafter thereon including without limitation the land described or referred to in the First Schedule(s) to the Debenture subject only to the incumbrances (if any) referred to in the Second Schedule(s) to the Debenture;

1.2 first fixed charge (subject only to any incumbrances registered at the Companies Registry prior to 20 May 1999 insofar as the same are still subsisting):

(i) (save to the extent any of the following is charged pursuant to the legal mortgage referred to in paragraph 1 above) all the present and future right title and interest of the Company in or to any freehold or leasehold land or other immoveable property wherever situated and all fixtures fittings and fixed plant and machinery now or at any time hereafter thereon;

Continued/.

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Particulars as to commission allowance or discount (note 3)

Not applicable

Signed

Eversheds

Date

4th June 1999

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 CF4 3UZ

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# **Particulars of a mortgage or charge (continued)**

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

CHFP025

Please complete  
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Company Number

4606

Name of Company

SK REALISATION LTD (the "Company")

Limited\*

\* delete if  
inappropriate

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

discount, commission and other lawful charges and expenses computed and compounded from time to time in accordance with the terms agreed between the Company and the Security Trustee relating thereto (if any) and in the absence of any such agreed terms computed and compounded from time to time according to the then current practice of the Security Trustee (but so that interest shall be computed at the rate of three per cent per annum over the Security Trustee's Base Rate from time to time ruling).

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

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Contd. from Page 2

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(ii) the benefit of all rights licences guarantees rent deposits contracts deeds undertakings and warranties relating to any land referred to in the Debenture and/or to any trade or business from time to time carried on by the Company;

(iii) all chattels now or at any time hereafter belonging to the Company (excluding any of the same for the time being forming part of the stock in trade or work-in-progress of the Company or which are for the time being otherwise effectively charged by way of legal mortgage or fixed charge under the Debenture);

(iv) all book debts and other debts and monetary claims (including without limitation any credit balance on any account of the Company with any bank or other person (other than the Security Trustee) and any rents licence fees or other payments due from any lessee licensee or occupier of any immovable property wherever situated) now or at any time after the date of the Debenture due owing or incurred to the Company (excluding such debts and claims (if any) as the Security Trustee may from time to time have agreed in writing with the Company shall not be subject to this fixed charge and excluding also such debts and claims as are charged pursuant to paragraph (v)) together with the full benefit of all guarantees and securities therefor and all liens reservations of title and other rights enabling the Company to enforce any such debts or claims (collectively called the "debts");

(v) any credit balance on any account of the Company with any of the Beneficiaries;

(vi) all goodwill and uncalled capital for the time being of the Company;

(vii) all stocks shares debentures bonds loan capital and other securities of any description of any other person (including without limitation any subsidiary or subsidiary undertaking of the Company) and all rights to subscribe or convert other securities into or otherwise acquire any such securities now or at any time hereafter belonging 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 (collectively called the "securities");

(viii) all letters patent trademarks service marks designs utility models copyrights design rights applications for registration of any of the foregoing and the right to apply for them in any part of the world moral rights inventions confidential information know how and rights of like nature arising or subsisting anywhere in the world in relation to all of the foregoing whether registered or unregistered now or at any time hereafter belonging to the Company (collectively called the "intellectual property");

(ix) all policies of life insurance or assurance and all rights and claims to which the Company is now or may at any time hereafter become entitled in relation to the proceeds thereof or of any other policies of insurance of any description;

(x) all rights and other property to which the Company is now or may at any time hereafter become entitled as a result of or in connection with any proceedings threatened or commenced under the Insolvency Act 1986 or any similar legislation in any jurisdiction;

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**Particulars of a mortgage or charge  
(continued)**

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

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Company Number

4606

Name of Company

SK REALISATION LTD (the "Company")

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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)

(xi) (save to the extent any of the following is charged pursuant to the paragraphs of the Debenture set out above) the benefit of all agreements for the provision by the Company to any person of any loan or credit or other financial accommodation of any description (including without limitation any finance leases and hire or hire-purchase agreements) now or at any time after the date of the Debenture entered into by the Company; and

(xii) (save to the extent any of the following is charged pursuant to the paragraphs of the Debenture set out above) the proceeds of sale of any property referred to in those paragraphs; and

1.3 floating charge all the undertaking of the Company and all its property whatsoever and wheresoever both present and future (other than any part thereof which is for the time being effectively charged by way of legal mortgage or fixed charge hereunder and recognised as effectively so charged under the laws of the jurisdiction in which the same is situated).

2. The Company shall not except with the prior written consent of the Security Trustee:-

(a) create or purport to create or permit to subsist over all or any of the charged property any mortgage charge lien pledge or other security other than this Debenture and the encumbrances (if any) referred to in the Second Schedule of the Debenture; or

(b) release exchange compound set off grant time or indulgence in respect of or in any other manner deal with all or any of the debts save as hereinafter expressly provided in the Debenture; or

(c) part with sell or dispose of all or (except in the ordinary course of the Company's business and for the purpose of carrying on the same) any of the charged property for the time being charged only by way of floating charge under the Debenture.

3. The Debenture contains a covenant for further assurances and a supporting power of attorney.

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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. 00004606

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 27th MAY 1999 AND CREATED BY SK REALISATION LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO MIDLAND BANK PLC AS AGENT AND TRUSTEE FOR THE BENEFICIARIES (THE "SECURITY TRUSTEE") ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 4th JUNE 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th JUNE 1999.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



C O M P A N I E S   H O U S E