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CHFP041

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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

# 395

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)

27 FEB 2001  
RECEIVED

For official use Company number



52204

Name of company

\* WHITE &amp; CO PLC

Date of creation of the charge

22<sup>ND</sup> FEBRUARY 2001

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

CHARGE ON BOOK DEBTS (THE "CHARGE")

Amount secured by the mortgage or charge

(1) All money and liabilities whether actual or contingent (including further advances made after the date of the Charge by the Bank and secured directly or indirectly by the Charge) which then were or at any time thereafter might be due, owing or incurred by the Company to the Bank anywhere or for which the Company might be or become liable to the Bank in any manner whatsoever without limitation (and whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same might at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law);

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

LLOYDS TSB BANK PLC

PO Box 853, Unit 8, City Business Park, Easton Road, Bristol

Postcode

BS99 5HZ

Presenter's name, address and  
reference (if any): C56219 JML

Rickerby Watterson  
Ellenborough House,  
Wellington Street  
Cheltenham GL50 1YD  
DX 7415 Cheltenham 1

For official use  
Mortgage section

Post room

A16  
COMPANIES HOUSE0470  
27/02/01

Time critical reference

LLOYDS TSB BANK plc  
BRISTOL, SECURITIES CENTRE  
DX 95700  
BRISTOL, (EASTON ROAD)

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

First: All book debts present and future due or owing to the Company or in which the Company is legally, beneficially or otherwise interested in the ordinary course of business in respect of the supply by the Company of goods and services ("trade debts") (and the proceeds thereof) and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) negotiable instruments, legal and equitable charges, reservation of proprietary rights, rights of tracing and unpaid vendors' liens and similar and associated rights.

Secondly: To the extent only that the same relate to the trade debts owed to the Company, all other debts, claims, rights and choses in action both present and future of the Company or in which the Company is legally, beneficially or otherwise interested (and the proceeds thereof) including (without prejudice to the generality of the foregoing):

(a) deposits and credit balances held by the Company with the Bank or any third party from time to time both present and future (including things in action which give rise or may give rise to a debt or debts) owing to the Company (and the proceeds thereof);

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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)

NIL

Signed

Date 26 FEB 2001

On behalf of ~~company~~ (mortgagee/chargee)\*

\*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 1  
to Forms Nos 395 and 410 (Scot)

Company number

52204

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Name of company

WHITE & CO PLC

Limited\*

\*Delete if  
inappropriate

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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(a) interest to the date of payment at such rate or rates as from time to time might be agreed between the Bank and the Company, or in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select;

(b) commission and other banking charges and legal, administrative and other costs, charges and expenses incurred by the Bank in relation to the Charge (including any acts necessary to release the Charged Property (as defined in the Charge) from the security) or in enforcing the security thereby created on a full and unqualified indemnity basis; and

(c) any fees charged by the Bank for the time being spent by the Bank's officials, employees or agents in dealing with any matter relating to the Charge. Such fees shall be payable at such rate as may be specified by the Bank.

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

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

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(b) any amounts owing to the Company by way of rent, licence fee, service charge or dilapidations by any tenant or licensee (in each case whether present or future) of any freehold or leasehold property from time to time forming part of the Charged Property and any ground rents and rent charges, rent deposits and purchase deposits owing to the Company (and, in each case, the proceeds thereof);

(c) without prejudice to (d) below, any amounts owing or which may become owing to the Company under any building, construction or development contract or by virtue of the Company's rights under any retention or other trusts, whether or not any certificate as to the amount due has been issued in respect thereof (and the proceeds thereof);

(d) without prejudice to (e) below, all rights (and the proceeds of such rights) present or future, actual or contingent arising under or in connection with any contract whatsoever in which the Company has any right, title or interest (including, without limitation, all policies and contracts of insurance and assurance);

(e) any amounts owing or which may become owing to the Company by way of damages, compensation or otherwise under any judgment or order of any competent authority howsoever arising or by way of settlement or compromise of any legal proceedings; and

(f) the benefit of all rights relating to such debts, claims, rights and choses in action including (without prejudice to the generality of the foregoing) such rights as are first described above.

Thirdly: The property and assets of the Company both present and future first and secondly described (if and insofar as the charges thereon or on any part or parts thereof contained in the Charge should for any reason be ineffective as fixed charges).

The expression "Charged Property" means the assets, properties, revenues, rights and benefits first, secondly and thirdly described above and references to the "Charged Property" include references to any part of it.

The charges created by the Charge are as regards the Charged Property first and secondly described first fixed charges and as regards the Charged Property thirdly described the charge so created is a first floating charge.

The Company may not without the consent in writing of the Bank:

(a) (except as expressly provided for in the Charge) sell, assign, licence, sub-licence, discount, factor or otherwise dispose of, or deal in any other way with, the Charged Property (other than the Charged Property thirdly described) provided that for the avoidance of doubt this sub-clause shall not prevent the Company without such consent collecting proceeds of the book and other debts, monetary claims and choses in action forming part of the Charged Property in the ordinary course of the Company's business and paying the same into the Company's account(s) with the Bank in accordance with sub-clause 5.3(a) of the Charge and provided further that where the Bank makes a payment at the request of the Company

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## Particulars of a mortgage or charge (continued)

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

Company number

52204

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Name of company

WHITE & CO

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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which is debited to any account with the Bank which is for the time being in credit, the Bank shall be taken to have given any necessary consent for the purposes of this clause to such payment unless such payment was made as a result of some mistake of fact on the part of the Bank;

(b) create or permit to subsist or arise any mortgage, debenture, hypothecation, charge, assignment by way of security, pledge or lien or any other encumbrance or security whatsoever upon the Charged Property except a lien arising by operation of law in the ordinary course of the Company's business as conducted during the 12 months preceding the date when the lien first came into existence;

(c) enter into any contractual or other agreement or arrangement which has or may have an economic effect similar or analogous to any such encumbrance or security as would be prohibited by (b) immediately above;

(d) enter into any agreement with a financier, provider of money, creditor or any other party whatsoever (hereinafter called the "Financier") which has the economic effect of, or an economic effect similar to that of, providing security in respect of or in connection with the provision of finance or credit by the Financier and which involves or may involve one or more of the following:

(i) sales, agreements for sale or transfers of any property or rights whatsoever to the Financier; and/or

(ii) sales, agreements for sale or transfers actually or potentially on behalf of the Financier to any third party whatsoever; and/or

(iii) the grant or possible grant of authority by the Financier for sales, agreements for sale or transfers of the nature set out in (ii) above.

By sub-clause 5.3(a) of the Charge, the Company covenanted that it would pay into its account or accounts with the Bank all the proceeds which it might receive of the book and other debts, monetary claims and choses in action forming part of the Charged Property and the Company declared that all proceeds received or obtained by the Company or on the Company's behalf but which were not so paid or transferred into that account or accounts should be received and held by the Company on trust for the Bank.

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

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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. 00052204

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE ON BOOK DEBTS DATED THE 22nd FEBRUARY 2001 AND CREATED BY WHITE & CO PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS TSB BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 27th FEBRUARY 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th FEBRUARY 2001.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —