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COMPANIES FORM No. 395

Particulars of a mortgage or charge

107630/10

395

CHFP025

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

107630/10

Name of company

* E A Chamberlain (Holdings) Limited

Date of creation of the charge

2 MAY 2002

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

Debenture made between the Borrower (1) and Nationwide Building Society (2) ("the Society")

Amount secured by the mortgage or charge

(I)

All moneys and all obligations and liabilities now or in the future due, owing or incurred to the Society when the same become due for payment or discharge whether by acceleration or otherwise. The moneys, obligations or liabilities which are due, owing or incurred to the Society may be express or implied, present, future or contingent, joint or several, incurred as principal or under a guarantee or indemnity to the Society and may be either originally owing to the Society or purchased or otherwise acquired by the Society, denominated in Sterling or in any other currency or incurred on any banking or other account or in any other manner whatsoever.

The liabilities referred to above include all liabilities arising under the Debenture and all liabilities under or in connection with foreign exchange transactions, interest rate swaps and other arrangements...

Cont.d/...

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

Nationwide Building Society Nationwide House Pipers Way Swindon

Postcode SN38 1NW

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

Manches
Aldwych House, 81 Aldwych,
London, WC2B 4RP
LDE Box 76
London

RZS/210861

Time critical reference

For official Use
Mortgage Section

Post room



LD5
COMPANIES HOUSE

0266
21/05/02

Please do not
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this margin

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

(II)

The Borrower charges to the Society with full title guarantee the following property and assets, both present and future, from time to time owned by the Borrower or in which the Borrower may have an interest:-

(a) by way of legal mortgage

All that freehold land forming part of the Nailsworth Mills Estate, George Street, Nailsworth, Gloucestershire together with the buildings now erected thereon known as Units 1, 14, 15, 16 and 47 Nailsworth Mills Estate, George Street, Nailsworth Gloucestershire as shown edged red on the plan attached to the Charge ("the Plan") comprising part of the property in the following conveyances

(1) A Conveyance dated 20th August 1920 and made between E A Chamberlain Limited (1) E F Chamberlain (2) E A Chamberlain Limited (3) .,

(2) A Conveyance dated 18th April 1928 and made between Godsell & Sons Limited (1) H W Holloway and L J Lane (2) E A Chamberlain Limited (3) .,

(3) A Conveyance dated 9th December 1931 and made between Stroud Brewery Company Limited (1) C J Stanton and Sir M F C Wemyss (2) E A Chamberlain Limited (3) .

Cont'd/...

Particulars as to commission allowance or discount (note 3)

None

Signed

Manches

Date

20

MAY 2002

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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binding margin

Particulars of a mortgage or charge (continued)

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

CHFP025

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

Company Number

Name of Company

E A Chamberlain (Holdings) Limited

~~limited~~

* delete if
inappropriate

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

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(I) cont'd/...

...entered into for the purpose of limiting exposure to fluctuations in interest or exchange rates and interest (both before and after judgment) to date of payment at such rates and upon such terms specified in the facility letter from the Society to the Borrower, commission, fees and other charges (including interest rate breakage costs) and all legal and other costs, charges and expenses (including any internal management, monitoring or enforcement costs, charges and expenses of the Society) and on a full and unqualified indemnity basis which may be incurred by the Society in relation to any of the moneys, obligations and liabilities to be paid by the Borrower to the Society or any guarantee in respect of any part of such money, obligations and liabilities or otherwise in respect of the Borrower or any guarantor of any part of such moneys, obligations and liabilities

(III)

The Borrower covenants not to, without the prior consent of the Society:

(i) create or purport to create or permit to subsist any mortgage, debenture, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security or other security interest or arrangement of any kind having the effect of conferring security of any kind over the whole or any part of the property charged by the Debenture other than a lien arising by operation of law (arising in the ordinary course of the Borrower's business and securing amounts not more than 30 days overdue) and any charge over the property charged by the Debenture which has been granted or permitted to subsist with the prior written consent of the Society; or

(ii) assign or create any mortgage, debenture, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security or other security interest or arrangement of any kind having the effect of conferring security of any kind over, or otherwise deal with the income from any lease or tenancy of, the Property; or

(iii) dispose of all or any part of the property charged by the Debenture or agree to do so (except in the case the assets charged by way of floating charge by the Debenture which may, subject to the other provisions of the Debenture, be disposed of in the ordinary course of business); or

(iv) permit or agree to permit any variation of the Borrower's rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of all the Borrower's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right (including, without limitation, all its rights, title and interest in any occupational lease, agreement for any occupational lease any associated agreements which may be granted by the Borrower or any person deriving title from the Borrower from time to time over or in respect of the whole or any part of the Property) attaching to the whole or any part of the property charged by the Debenture.

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

**Please complete
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in black type, or
bold block lettering**

(II) cont/...

Please complete
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bold block lettering

(2) The full and free right and liberty at all times to pass and repass with or without wheeled vehicles as a means of access to and egress from such property and for all purposes connection with the use of such property for the use of such property and Avening Road along the accessway edged blue on the Plan.

(3) The right at reasonable times and on reasonable notice (except in an emergency) to enter onto any other parts of the Adjoining Premises to repair maintain renew clean inspect or replace any conducting media which exclusively serve such property subject to Nationwide or its successors in title causing as little damage disturbance and interference as possible to the Adjoining Premises or any business activity

(4) A right of support for such Property (including the buildings thereon) from the adjoining parts of the Adjoining Premises.

(5) All rights of drainage eavesdropping passage light air and water and all liberties privileges and advantages now used or enjoyed (whether any easements, quasi-easements or otherwise and whether or not continuous apparent or reasonably necessary) with the Property ("the Property") together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery on the Property together with all estates, rights, title, auctions, easements and privileges appurtenant to, or benefiting, the same including all beneficial interests of the Borrower in the Property and all the Borrower's rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of all the Borrower's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right (including without limitation all its rights, title and interest in any "Occupational Lease" (meaning all leasehold interests and other occupational rights whatsoever, including without limitation, licences and agreements for lease, in existence from time to time relating to the whole or any part of the Property), agreement for any Occupational Lease and any associated agreements which may be granted by the Borrower or any person deriving title from the Borrower from time to time over or in respect of the whole or any part of the Property charged by the Legal Charge) and any proceeds of sale or disposal of any part of such property;

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Particulars of a mortgage or charge (continued)

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

Please complete
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bold block lettering

Company Number

Name of Company

E A CHAMBERLAIN (HOLDINGS) LIMITED

Limited*

* delete if
inappropriate

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

- (b) by way of fixed charge all plant machinery, vehicles, computer and office and other equipment;
- (c) by way of fixed charge all tenants and trade fixtures and fittings, furniture, utensils and wet and dry stock from time to time on the above property;
- (d) by way of fixed charge all stocks, shares, bonds and securities of any kind whatsoever in (and from) any company and all other interests (including but not limited to loan capital) in any person including all stocks, shares, rights, money or property accruing or offered at any time by way of conversion, redemption, bonus, rights, preference, option, capital reorganisation or otherwise in respect of any stocks, shares, bonds, securities or other interests;
- (e) by way of fixed charge all book and other debts, revenues and claims, whether actual or contingent, whether arising under contract or in any manner whatsoever due or owing to the Borrower including without limitation:-
- (i) all things in action which may give rise to any debt, claim or revenue;
 - (ii) the benefit of any mortgage, debenture, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security or other security interest or arrangement of any kind having the effect of conferring security of any kind and all rights relating thereto including without limitation reservation of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights;
- (f) by way of fixed charge all patents, patent applications, registered trademarks, applications for registration of trademarks, registered service marks, applications for registration of service marks, unregistered trademarks, trade names, registered designs, registered design applications, design rights, copyrights, computer programs and know-how, confidential information and trade secrets and all other intellectual or intangible property or rights and all licences, agreements and ancillary and connected rights relating to intellectual and intangible property;
- (g) by way of fixed charge the benefit or all guarantees, indemnities, rent deposits, agreements, contracts, undertakings and warranties;
- (h) by way of fixed charge all bank accounts, cash at bank and all credit balances on any account with the Society or with any other person whatsoever, including the proceeds of book debts, revenues and claims charged pursuant to paragraph (e) above which proceeds shall, on payment into an account designated by the Society, cease to be subject to the charge in paragraph (e) above but shall be subject to the charge in this paragraph (h);
- (i) by way of floating charge all the undertakings, all property assets and rights of the Borrower from time to time not otherwise effectively charged by the provisions of the Debenture.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00168321

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 2nd MAY 2002 AND CREATED BY E.A. CHAMBERLAIN (HOLDINGS) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NATIONWIDE BUILDING SOCIETY ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 21st MAY 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd MAY 2002.

PO
82



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —