

# M

CHFP039

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legibly, preferably  
in black type, or  
bold block lettering\*insert full name  
of company

Companies Form No.395

700149/10

M395 for LAND CORPORATE

40202 0599

# 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

19

Company number

1366728

Name of company

\*BAXTERS INTERNATIONAL RENOVARS LIMITED

(the "Mortgagor")

Date of creation of the charge

7 August 2003

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

Mortgage Deed (the "Mortgage")

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 Mortgage by the Bank and secured directly or indirectly by the Mortgage) which then were or at any time thereafter might be due owing or incurred from or by the Mortgagor to the Bank anywhere or for which the Mortgagor may 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 may 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);
- (2) interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Mortgagor 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 then) 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 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 thereon select;
- (3) commission and other banking charges and legal, administrative and other costs, charges and expenses

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

Lloyds TSB Bank plc

DEPT 9038 P.O. BOX 853

(the "Bank")

EASTON ROAD BRISTOL BS99 5EP

Postcode

Presentor's name address and  
referenceREAD COOPER  
DX 80572  
THAMEFor official Use  
Mortgage Section

Post room

A05  
COMPANIES HOUSE0250  
12/08/03

Time critical reference

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

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4. By way of assignment with full title guarantee the benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations under any existing lease or underlease of the Mortgaged Property subject to re-assignment upon payment of all the Secured Obligations.
5. By way of fixed charge with full title guarantee, where the Mortgagor (by virtue of an estate or interest in the Mortgaged Property) is or becomes entitled to a share or shares in any company connected with the Mortgaged Property, the entitlement to such share or shares and such share or shares when issued and all rights, benefits and advantages at any time arising in respect of the same (the "Shares") as a continuing security for the payment to the Bank of the Secured Obligations
6. By way of assignment with full title guarantee, the Intellectual Property Rights (as defined in the Mortgage) that arise in connection with the business (if any) then or at any time thereafter carried on by the Mortgagor at the Mortgaged Property, subject to re-assignment on payment of all the Secured Obligations.

The Mortgagor may not without the prior consent in writing of the Bank:

- (a) (i) (except as expressly provided for in the Mortgage) sell, assign, licence, sub-licence, discount, factor or otherwise dispose of or deal in any other way with, the Mortgaged Assets (as defined in the Mortgage) (other than the Mortgaged Chattels).
- (ii) sell or otherwise dispose of all or any part of the Mortgaged Chattels except by way of sale, assignment, licence or sub-licence in the ordinary course of business;
- (b) (i) 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 (other than the Prior Mortgage(s)) over all or any part of the Mortgaged Assets;
- (ii) enter into any contractual or other agreement which has or may have an economic effect similar or analogous to any such encumbrance or security as would be prohibited by (b)(i) above.

By sub-clause 5.6(a) of the Mortgage, the Mortgagor covenanted that it would pay into its account or accounts with the Bank the proceeds of book and other debts, monetary claims and choses in action, rentals and other amounts charged by way of fixed charge under the Mortgage provided that the Bank shall be deemed to receive such rentals and such other amounts referred therein pursuant to the fixed charge contained in that sub-clause and not pursuant to the charge over the Mortgaged Property or as Mortgagee in possession

SCHEDULE

The Freehold/~~Leasehold~~ property known as or being

Kingmacar Park East, Kingmacar, Kingstown, Carlisle

Cumbria CAG 420

including the entirety of the property comprised in the documents(s) particulars of which are set out below:

Date	Description (Conveyance Lease, Assignment, Assent, etc.)	Parties
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Land Certificate(s) Title No.(s)	CU182053	Cumbria Administrative Area Carlisle
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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. 01366728

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DEED DATED THE 7th AUGUST 2003 AND CREATED BY BAXTERS INTERNATIONAL REMOVALS LIMITED 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 12th AUGUST 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th AUGUST 2003.

*Dx - Venn*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —