

# M

COMPANIES FORM No. 395

## Particulars of a mortgage or charge

# 395

Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

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

\* insert full name  
of company

To the Registrar of Companies  
(Address overleaf)

For official use

Company number

[ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

3090306

Name of company

\* VEXLAND LIMITED ("the Company")

Date of creation of the charge

22 SEPTEMBER, 1995

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

DEBENTURE

Amount secured by the mortgage or charge

All of the Company's present or future indebtedness to Marcol Ventures Limited ("Marcol") and all the Company's other liabilities to Marcol including (without limitation) indebtedness on account of money advancement, bills of exchange, promissory notes, obligations with respect to letters of credit, guarantees or indemnities, whether present, future, actual or contingent and whether or not matured or accrued due and whether incurred solely, severally or jointly, with any other person, together with interest, bank charges and any other costs, charges and legal expenses (on a full indemnity basis) charged or incurred by Marcol and including those arising from Marcol perfecting or enforcing or attempting to enforce this Debenture or any other security (and its rights thereunder) held by Marcol from time to time.

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

MARCOL VENTURES LIMITED (Registered Number 2669345)

48 PORTLAND PLACE

LONDON

Postcode

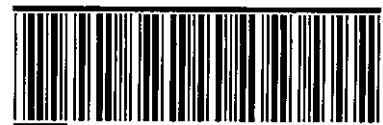
W11 4AG

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

Howard Kennedy  
Harcourt House  
19 Cavendish Square  
LONDON W1A 2AW  
Ref: 45

For official Use  
Mortgage Section

Post room



A17 \*AZ7Z5FCB\* 6  
COMPANIES HOUSE 04/10/95

Time critical reference

Short particulars of all the property mortgaged or charged

**CHARGES**

(Please see attached)

**NEGATIVE PLEDGES**

(Please see attached)

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

Signed Howard Kennedy

Date 2/10/95

On behalf of ~~[company]~~ [chargee]\*

\*  
delete as  
appropriate

The address of the Registrar of Companies is: -

Companies House, Crown Way, Cardiff CF4 3UZ

## **CHARGES**

1. The Company charges with full title guarantee to Marcol:
  - (a) **by way of legal mortgage**, all freehold and leasehold property now vested in the Company, together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time in that property;
  - (b) **by way of fixed charge**, all estates or interests in any freehold and leasehold property of the Company (not being property charged by clause 2.2.1) now and in the future vested in the Company together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property;
  - (c) **by way of fixed charge**, all the goodwill and uncalled capital for the time being of the Company;
  - (d) **by way of fixed charge**, all book debts and other debts now and in the future due or owing to the Company;
  - (e) **by way of fixed charge**, all intellectual property rights choses in action and claims now and in the future belonging to the Company;
  - (f) **by way of floating charge**, all the Company's present and future undertaking and assets, whatever and wherever, including (without limitation) all other property and assets not subject to a fixed charge under this Debenture.

## **NEGATIVE PLEDGE**

2. The Company shall not other than with the previous written consent of Marcol:
  - (a) (except for charges in favour of Marcol created under or pursuant to this Debenture and except for charges created to secure finance provided to the Company for the purposes of the Project and arranged by Marcol) create or

permit to subsist any mortgage, charge or lien on any of its undertaking or assets;

- (b) sell, transfer or otherwise dispose of its undertaking and other assets or any part of them, except by getting in and realising them in the ordinary and proper course of its business;
- (c) pull down or remove all or any part of the buildings forming part of the Property or sever, unfix or remove any of the fixtures on the Property nor (except for necessary repairs or the substitution of full value replacements) remove any plant and machinery from the Property (provided that any such action taken for the purposes of the Project and in accordance with the Project Plan approved by Marcol shall, for avoidance of doubt, be deemed to have occurred with Marcol's consent for the purposes of this Debenture);
- (d) deal with its book or other debts or securities for money except by getting in and realising them in the ordinary and proper course of its business, but so that this exception shall not permit the realisation of debts by means of block discounting or factoring; or
- (e) grant or accept a surrender of any lease or licence of or part with or share possession or occupation of the Property or any part of it.

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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. 03090306

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 22nd SEPTEMBER 1995 AND CREATED BY VEXLAND LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO MARCOL VENTURES LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 4th OCTOBER 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th OCTOBER 1995.

A handwritten signature in cursive script, reading 'A. P. Goddard'.

A. P. GODDARD

for the Registrar of Companies



C O M P A N I E S H O U S E

HC026B

post  
6/10  
fm