

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

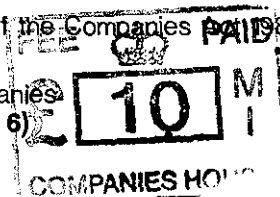
Please do not write in this margin

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

\* insert full name of Company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)



For official use

Company number

3424866

Name of company

\* Rogen International (UK) Limited

Date of creation of the charge

4 November 2002

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

Debenture ("Debenture") dated 4 November 2002 between Rogen International (UK) Limited ("the Company") and Macquarie Bank Limited ("Lender").

Amount secured by the mortgage or charge

All monies, indebtedness and other liabilities present or future, actual or contingent due owing or incurred:

(a) by the Company to the Lender pursuant an Agreement of even date between the Company and the Lender pursuant to which the Lender agreed to make available a standby letter of credit facility in the principal aggregate amount of £80,000 to the Company; and

(b) by the Company to the Lender solely or jointly with any other person and whether as principal or surety under or in connection with this Debenture;

together with interest, costs, charges and expenses owed to, or incurred directly or indirectly by, the Lender in relation to any of the matters mentioned above including (without limitation) costs and expenses incurred in respect of action taken by the Lender with respect to a stranger to this security or which by the provisions of the Debenture are to be secured thereby or in relation to the enforcement of that security on a full and unlimited indemnity basis

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

Macquarie Bank Limited (registered number ACN 008 583 542 a company incorporated in the Australian Capital Territory) whose registered office is at 20 Bond Street, Sydney, New South Wales, Australia

Postcode

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

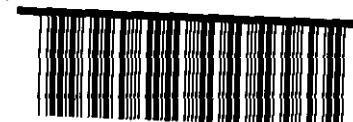
Charles Russell  
8-10 New Fetter Lane  
London  
EC4A 1RS

Ref:SRW/657852.01

Time critical reference

For official Use  
Mortgage Section

Post room



A01  
COMPANIES HOUSE

0212  
07/11/02

Short particulars of all the property mortgaged or charged

1.1 By way of first fixed charge all book and other debts revenues and claims both present and future (including things in action which may give rise to a debt revenue or claim) due or owing or which may become due or owing to or purchased or otherwise acquired by the Company and the full benefit of all rights and remedies relating to such book and other debts revenues and claims including (but not limited to) any negotiable or non-negotiable instrument guarantees indemnities debentures legal and equitable charges and other security reservations or priority rights rights of tracing liens and all other rights and remedies of any nature in respect of such property SUBJECT to the provisions of sub-clause 6.1.5 of the Debenture;

1.2 by way of first fixed charge the benefit of all contracts, agreements, insurance policies and contracts of insurance, rights, securities, covenants, guarantees, bonds and indemnities of any nature now or at any time hereafter enjoyed or held by the Company and relating to the property assets and undertaking of the Company charged under clause 3.1 of the Debenture ("the Charged Assets")(including but without limitation all insurance policies and contracts of insurance and any agreements entered into between the Company and any contractor relating to the Charged Assets or any buildings thereon);

1.3 by way of first fixed charge the uncalled capital and goodwill and all patents, trade marks, trade names, registered designs and copyrights and all licences and ancillary and connected rights relating to the intangible property both present and future of the Company;

./. please see continuation sheet

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 (note 3)

Signed Charles Russell

Date 6/11/2002

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 CF14 3UZ

1.4 by way of first fixed charge all stocks, shares and securities which are now or may at any time hereafter be registered in the name of or beneficially owned by the Company or its nominees which charge shall include all dividends, interest and other distributions paid or payable in respect thereof and all accretions, options, benefits, rights, moneys, property or other advantages accruing or offered at any time by way of bonus, capitalisation, redemption rights or otherwise to the holder thereof or in respect thereof;

1.5 by way of floating charge all other undertaking and assets of the Company both present and future including any property assets and undertaking of the Company not effectively charged by way of legal mortgage assignment or fixed charge pursuant to sub-clauses 3.1.1 to 3.1.4 of the Debenture.

2. The Lender may, at any time by notice to the Company convert the floating charge created by sub-clause 3.1.5 of the Debenture into a fixed charge as regards any Charged Assets specified in such notice and the Company will forthwith execute in respect of the specified Charged Assets a mortgage, charge, pledge or assignment (as the Lender may require) in favour of the Lender, and in such form as the Lender shall require. The floating charge shall also crystallise on the occurrence of any event on the occurrence of which a floating charge crystallises under the general law.

3.1 The Company covenants that it will not without the prior consent in writing of the Lender:-

3.1.1 sell, assign, transfer or otherwise dispose of all or any part of the Charged Assets or any interest therein whether by a single transaction or a number of transactions whether related or not save for sales of assets comprised in the floating charge created under sub-clause 3.1.5 of the Debenture in the ordinary course of business on arm's length commercial terms; and

3.1.2 except for charges in favour of the Lender created under the Debenture create or attempt to create or permit to subsist any Security Interest (as defined in the Debenture) on or over all or any of the Charged Assets.

3.2 Notwithstanding anything in the Debenture if the Company creates any Security Interest contrary to sub-clause 4.1.2 of the Debenture on or over all or any of the Charged Assets or attempts to do so or if any creditor or other person brings or attempts to bring any distress, execution or other process against the Charged Assets described in sub-clause 3.1.5 of the Debenture the floating charge created under the Debenture over those assets shall automatically without notice operate as a fixed charge instantly on such event occurring.

[Ref: SRW/657892.01]

FILE COPY



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

COMPANY No. 03424866

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 4th NOVEMBER 2002 AND CREATED BY ROGEN INTERNATIONAL (UK) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO MACQUARIE BANK LIMITED UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 7th NOVEMBER 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th NOVEMBER 2002.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —