

# M

CHFP041

COMPANIES FORM No. 395

## Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Please do not  
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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)

Name of company

\* Smiths of Smithfield Limited (the "Company")

Date of creation of the charge

2 November 2005

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

Debenture between (1) the Company and (2) the Bank (as defined below) (the  
"Debenture")

Amount secured by the mortgage or charge

The Company covenanted to discharge on demand the Company's Obligations (as defined herein) when the Company's Obligations become due.

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

National Westminster Bank Plc (the "Bank")  
135 Bishopsgate  
London

Postcode EC2M 3UR

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

Zoe Smallman  
Osborne Clarke  
One London Wall  
London EC2Y 5EB

Time critical reference

ZS/0901000/L820393

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For official use (06/2005)

Mortgage Section

Post room



LD2  
COMPANIES HOUSE

326  
11/11/2005

CoM395/1

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

As continuing security for the discharge of the Company's Obligations, the Company with full title guarantee charged to the Bank:

By way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company including any Registered Land (as defined herein)

By way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Company except the property charged by Clause 1.1 of the Debenture

By way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Company

By way of fixed charge all the plant and machinery vehicles and computer equipment of the Company present and future not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts

By way of fixed charge all furniture furnishings equipment tools and other chattels of the Company present and future not regularly disposed of in the ordinary course of business

See Continuation Sheet 1

Please do not write in this margin

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

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A fee 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 Osborne Clarke

Date 10 November 2005

On behalf of [company] [mortgagee/chargee]

**Notes**

† Delete as appropriate

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. A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. 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

03704349

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

Name of company

Smiths of Smithfield Limited (the "Company")

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

Please do not write in this margin Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

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

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lettering.

By way of fixed charge all rents receivable from any lease granted out of any freehold and leasehold property of the Company

By way of fixed charge all the goodwill and uncalled capital of the Company present and future

By way of fixed charge all stocks shares and other securities held by the Company from time to time in any subsidiary and all income and rights derived from or attaching to the same

By way of fixed charge all stocks shares and other securities of the Company present and future (except those charged by Clause 1.8 of the Debenture) and all income and rights derived from or attaching to the same

By way of fixed charge all Intellectual Property Rights choses in action licences and claims of the Company present and future and the insurance policies and proceeds of any insurance from time to time affecting the Property (as defined herein). "Intellectual Property Rights" include (without limitation) all rights in patents inventions copyrights design rights trademarks service marks database rights confidential information know-how domain names and business names

By way of fixed charge the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Bank or any third party

By way of fixed charge all book debts and other debts of the Company present and future and the proceeds of payment or realisation of each of them until the receipt of the proceeds from time to time into an account in accordance with Clause 4.2 of the Debenture

By way of fixed charge all funds standing to the credit of the Company from time to time on any account with the Bank or any other bank or financial institution or organisation including all receipts from time to time paid into an account in accordance with Clause 4.2 of the Debenture. Provided that the Bank may without prejudice to the Debenture permit the Company to make withdrawals from time to time

By way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under the Debenture; The floating charge created under the Debenture is a qualifying floating charge for the purpose of Paragraph 14 of Schedule B1 to the Insolvency Act 1986 and the provisions of that paragraph shall apply to the floating charge

**Negative Pledge**

The Company will not without the previous written consent of the Bank (which shall not be unreasonably withheld or delayed):

Create or permit to arise any mortgage charge or lien on the Property

Dispose of the Property charged by Clauses 1.1 to 1.13 inclusive of the Debenture

Deal with the Company's book debts and other debts otherwise than by collecting them in the ordinary course of the Company's business and in particular the Company will not realise its book debts and other debts by means of block discounting factoring or the like

Dispose of the Property charged by Clause 1.14 of the Debenture other than in the ordinary course of business

See Continuation Sheet 2

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## Particulars of a mortgage or charge (continued)

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

Company number

03704349

Please complete  
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bold block lettering

Name of company

Smiths of Smithfield Limited (the "Company")

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)

Please do not  
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete  
legibly, preferably in  
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block lettering

**Negative Pledge continued**

Grant or accept a surrender of any lease or licence of or part with or share possession or occupation of its freehold and leasehold property or any part of it

**Further Assurance**

The Company will at its own cost at the Bank's request execute any deed or document and take any action required by the Bank to perfect this security or further to secure on the Property the Company's Obligations.

**Definitions**

"**Company's Obligations**" means all the Company's liabilities to the Bank of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Bank's charges and commission Interest (as defined herein) and Expenses (as defined herein)

"**Expenses**" means all expenses (on a full indemnity basis) incurred by the Bank or any Receiver at any time in connection with the Property or the Company's Obligations or in taking or perfecting the Debenture or in preserving defending or enforcing the security created by the Debenture or in exercising any power under the Debenture or otherwise with Interest from the date they are incurred

"**Interest**" means interest at the rate(s) charged to the Company by the Bank from time to time

"**Property**" means the whole and any part of the undertaking property and assets of the Company charged by Clause 1 of the Debenture

"**Registered Land**" means 66-67 Charterhouse Street, London EC2 with title number NGL791268

Please complete  
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lettering.

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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. 03704349

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 2nd NOVEMBER 2005 AND CREATED BY SMITHS OF SMITHFIELD LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NATIONAL WESTMINSTER BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th NOVEMBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th NOVEMBER 2005.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

P. JL.