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## COMPANIES FORM No. 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.



# 395

113186/20

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

Bo

3892701

Name of company

\* Olan Mills Limited (the "Company")

Date of creation of the charge

22 November 2004

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

Guarantee and Debenture made between the Company (1) Olan Mills Limited (2) and Piper Private Equity III Limited Partnership (registered number LP007763) as security trustee for itself and other Secured Parties (the "Security Trustee") (the "Debenture")

Amount secured by the mortgage or charge

The Company covenants with the Security Trustee (for the benefit of itself and the other Secured Parties) it will pay the Secured Obligations as and when the same fall due for payment.

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

Piper Private Equity III Limited Partnership (as security trustee for itself and the other Secured Parties) of Eardley House, 182-184 Campden Hill Road, London

Postcode W8 7AS

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

Addleshaw Goddard  
100 Barbirolli Square  
Manchester  
M2 3AB

OMANR/133581/4

Time critical reference

For official Use  
Mortgage Section

Post room



**1.1 Fixed Charges**

As a continuing security for the payment of the Secured Obligations the Company hereby charges in favour of the Security Trustee (for the benefit of itself and the other Secured Parties) with full title guarantee the following assets, both present and future, from time to time owned by the Company or in which the Company is from time to time interested:

- (a) by way of first legal mortgage all the freehold and leasehold property specified in Appendix 1 to this Form 395 together with all buildings and fixtures (including trade fixtures) at any time thereon;
- (b) by way of first legal mortgage all other freehold and leasehold property (if any) wherever situated together with all buildings and fixtures (including trade fixtures) at any time thereon;

Cont ...

Particulars as to commission allowance or discount (note 3)

Nil

Signed Addleshaw Goddard

Date 26/11/2004

On behalf of ~~XXXXXX~~ [mortgagee/chargee]†

Please do not write in this margin  
Please complete legibly, preferably in black type, or bold block lettering

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

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

Company Name: Olan Mills Limited

Company No: 3892701

- (c) by way of first fixed charge all other interests (not being charged by clause 4.1(a) or 4.1(b) of the Debenture) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;
- (d) by way of first fixed charge all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating to the same;
- (e) by way of first fixed charge all the Subsidiary Shares (if any) together with all Distribution Rights from time to time accruing thereto;
- (f) by way of first fixed charge all Investments together with all Distribution Rights from time to time accruing thereto;
- (g) by way of first fixed charge all rights and interests of that Company in and claims under all policies of insurance and all proceeds thereof either now or in the future held by, or written in favour of, that Company or in which that Company is otherwise interested;
- (h) by way of first fixed charge all book and other debts, revenues and monetary claims of that Company and all rights and claims of that Company against third parties and against any security in respect of such debts, revenues or claims;
- (i) by way of first fixed charge all monies from time to time standing to the credit of any and all accounts with any bank, financial institution, or other person;
- (j) by way of first fixed charge all Intellectual Property;
- (k) by way of first fixed charge the benefit of all licences, consents, agreements and authorisations held or utilised by that Company in connection with its business or the use of any of its assets; and
- (l) by way of first fixed charge all the goodwill and uncalled capital of that Company.

### 1.2 Floating charge

As further continuing security for the payment of the Secured Obligations the Company hereby charges with full title guarantee in favour of the Security Trustee (for the benefit of itself and the other Secured Parties) by way of first floating charge all its assets and undertaking whatsoever and wheresoever both present and future not effectively charged by way of first fixed charge pursuant to the provisions of clause 4.1 of the Debenture or assigned pursuant to the provisions of clause 26 of the Debenture.

### **NB:**

## **1 FURTHER ASSURANCE**

### **1.1 General**

- (a) The Company will at its own expense promptly execute such deeds, assurances, agreements, instruments and otherwise do such acts and things as the Security Trustee may reasonably require for perfecting and protecting the security created (or intended to be created) by this Deed or facilitating the realisation thereof or otherwise for enforcing the same or exercising any of the Security Trustee's rights hereunder. In particular, but without limitation, the Company will:
  - (i) execute a valid legal mortgage (in such form as the Security Trustee shall reasonably require) of any freehold or leasehold property now or in the future belonging to the Company which is not hereby effectively charged by way of legal mortgage;
  - (ii) execute a legal assignment (in such form as the Security Trustee shall reasonably require) over all or any of the debts, rights, claims and contracts hereby charged;
  - (iii) execute a valid fixed charge (in such form as the Security Trustee shall reasonably require) over any asset the subject of the floating charge hereunder;

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

Company Name: Olan Mills Limited

Company No: 3892701

- (iv) otherwise execute all transfers, conveyances, assignments and assurances whatsoever and give all notices, orders, instructions and directions whatsoever which the Security Trustee may think expedient.

- (b) Any document required to be executed by the Company pursuant to this clause will be prepared at the cost of the Company.

### 2 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

Except to the extent permitted by the Facility Agreement, during the continuance of the security created by this Deed, the Company will not, without the prior consent in writing of the Security Trustee:

- (a) create or agree or attempt to create or permit to subsist (in favour of any person other than the Security Trustee) any Security Interest over the whole or any part of the Charged Property; or
- (b) (whether by a single transaction or a number of related or unrelated transactions and whether at the same time or over a period of time) sell, transfer, lease out, lend or otherwise dispose of or cease to exercise direct control over all or any part of the Charged Property or any interest therein (other than assets the subject of the floating charge only on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same or agree or attempt to do so; or
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property.

In this form, the following terms shall have the following meanings:

**"Distribution Rights"** means all dividends, distributions and other income paid or payable on the relevant Investment or Subsidiary Share (as the case may be) together with all shares or other property derived from the relevant Investment or Subsidiary Share (as the case may be) together also with all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to the relevant Investment or Subsidiary Share (whether by way of conversion, redemption, bonus preference, option or otherwise).

**"Intellectual Property"** means know how, patents, trade marks, service marks, designs, business names, copyrights, confidential information, computer software and all other intellectual property rights and any interest (including by way of licence) in any of the foregoing (in each case whether registered or not and including all applications for the same).

**"Investment"** means any negotiable instrument, certificate of deposit, debenture, share or other investment (as defined in Part I of Schedule I to the Financial Services Act 1986 as at the date hereof including (without limitation and save where the context otherwise requires) all Subsidiary Shares owned by each Company).

**"Investor Documents"** means the Loan Stock Instrument, the Loan Stock, the Investment Agreement and the Debenture.

**"Loan Stock"** means the £5,000,000 fixed rate secured Loan Stock 2009 of the Company as constituted by the Company pursuant to the Loan Stock Instrument.

**"Loan Stock Instrument"** mean the loan stock instrument dated the same date as the Debenture pursuant to which the Company may issue up to £5,000,000 Fixed Rate Secured Loan Stock 2009.

**"Secured Obligations"** means all money and liabilities now or hereafter due, owing or incurred to the Secured Parties (or any of them) by any Company under the Investment Documents (or any of them) and under this Deed in whatsoever manner in any currency or currencies whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety (including as guarantor under clause 3 of the Debenture) together with all interest accruing thereon and all costs, charges and expenses incurred in connection therewith.

**"Secured Parties"** has the meaning as set out in the Security Trust Deed.

**"Security Trust Deed"** means the security trust deed dated the same date as this Deed and made between the parties listed in the schedule thereto (as Secured Parties) and Piper Private Equity III Limited Partnership (as Security Trustee for the Secured Parties).

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

Company Name: Olan Mills Limited

Company No: 3892701

• **"Subsidiary"** means:

- (a) a subsidiary within the meaning of section 736 of the Companies Act 1985; and
- (b) a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985.

**"Subsidiary Shares"** means all shares owned by the Companies in their Subsidiaries from time to time incorporated in England and Wales.

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

Company Name: Olan Mills Limited

Company No: 3892701

**Appendix 1****Freehold**

<b>Country and District</b>	<b>Address or Description</b>	<b>Title No.</b>
Avon, Bristol	393 Gloucester Road, Bristol	AV108997
Avon, Bristol	395 Gloucester Road, Bristol	BL32671
Wales, Cardiff	58 Cowbridge Road East, Cardiff	WA529475
London Borough of Croydon	54 Shirley Road, Croydon	SY277731
London Borough of Croydon	56 Shirley Road, Croydon	SY42393
Eastbourne	41 Seaside, Eastbourne	EB11349
Gloucestershire, Gloucester	111 Westgate Street, Gloucester	GR773762
Warwickshire	15610 Startford Road, Hall Green, Birmingham	WK86226
Suffolk, Ipswich	69 St Matthew's Street, Ipswich	SK34262
Bedfordshire, Luton	12 Gordon Street, Luton	BD36135
Milton Keynes	59 Wolverton Road, Stony Stratford, Milton Keynes	BM140608
Wales, Neath & Port Talbot	3 & 3A Alfred Street, Neath	WA301265
Wales, Newport	102 – 104 Commercial Street, Newport	WA422246
Northamptonshire, Northampton	19 Abingdon Square, Northampton	NN46415
Cambridgeshire, Peterborough	559 Lincoln Road, Peterborough	CB71974
Staffordshire, Stoke-on-Trent	59 Lichfield Street, Hanley, Stoke-on-Trent	SF243345
Wiltshire, Swindon	67 Victoria Road, Swindon	WT171168
West Midlands, Wolverhampton	1 – 2 Worcester Street, Wolverhampton	WM423247
Hereford and Worcester	53 Upper Tything, Worcester	HW34592
Hereford and Worcester	52 Upper Tything, Worcester	HW44656
Northamptonshire, Wellingborough	Darby Close, South Park Far, Wellingborough	NN132133

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

Company Name: Olan Mills Limited

Company No: 3892701

**Leasehold**

<b>Company</b>	<b>Country and District (or London Borough)</b>	<b>Address or Description</b>	<b>Title Number</b>
Olan Mills Limited	Greater Manchester, Bolton	130 & 132 Newport Street, Bolton	LA377719
Olan Mills Limited	West Sussex, Crawley	40 Broadfield Barton, Crawley	WSX124252
Olan Mills Limited	East Sussex	248 Portland Road, Hove	ESX103805

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03892701

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT GUARANTEE & DEBENTURE DATED THE 22nd NOVEMBER 2004 AND CREATED BY OLAN MILLS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO PIPER PRIVATE EQUITY III LIMITED (AS SECURITY TRUSTEE FOR ITSELF AND THE OTHER SECURED PARTIES) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 27th NOVEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd DECEMBER 2004.

THIS CERTIFICATE HAS BEEN  
CANCELLED IN FAVOUR OF A  
NEW CERTIFICATE DATED: 9/12/04

P. STEVE R



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —



FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03892701

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT GUARANTEE & DEBENTURE DATED THE 22nd NOVEMBER 2004 AND CREATED BY OLAN MILLS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO PIPER PRIVATE EQUITY III LIMITED PARTNERSHIP (AS SECURITY TRUSTEE FOR ITSELF AND THE OTHER SECURED PARTIES) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 27th NOVEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th DECEMBER 2004.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES