

# M

CHWP000

COMPANIES FORM No. 403a

## Declaration of satisfaction in full or in part of mortgage or charge

# 403a

Please do not  
write in  
this margin

Pursuant to section 403(1) of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold block letteringTo the Registrar of Companies  
(Address overleaf)

For official use

Company number

1		
---	--	--

4091732

Name of company

\* insert full name  
of company

\* HATCH UK LIMITED

† delete as  
appropriate# insert a description  
of the instrument(s)  
creating or  
evidencing the  
charge, eg  
'Mortgage',  
'Charge',  
'Debenture' etcØ the date of  
registration may be  
confirmed from the  
certificate\$ insert brief details  
of propertyI, MICHAEL MURPHY  
of 24 RILSTONE HILL, RILSTONE, SUMMER† a director, ~~the secretary~~, ~~the administrator~~, ~~the administrative receiver~~ of the above company, do  
solemnly and sincerely declare that the debt for which the charge described below was given has been  
paid or satisfied in [full] ~~[part]~~ ✓Date and description of charge # CREATED 22/05/01, LEGAL MORTGAGE, FIXED + FLOATING CHARGESDate of registration Ø 02/06/01 ✓Name and address of [chargee] ~~[trustee for the debenture holders]~~ THE GOVERNOR AND COMPANY  
OF THE BANK OF SCOTLAND, P.O. BOX NO. 5, THE MOUND, EDINBURGH ✓Short particulars of property charged \$ ALL THE UNDERTAKING, PROPERTY AND ASSETS  
OF THE COMPANY PRESENT AND FUTURE AS SPECIFIED IN THE ATTACHED SCHEDULE ✓And I make this solemn declaration conscientiously believing the same to be true and by virtue of the  
provisions of the Statutory Declarations Act 1835.Declared at 103 SANDHILL LANE  
BRUCE

Declarant to sign below



Day Month Year

2	6	0	1	2	0	1
---	---	---	---	---	---	---

before me [Signature]A Commissioner for Oaths or Notary Public or Justice of  
the Peace or a Solicitor having the powers conferred on a  
Commissioner for Oaths.Presenter's name address and  
reference (if any) :For official Use (02/00)  
Mortgage Section

Post room

A17  
COMPANIES HOUSE0406  
01/10/03

Particulars of a mortgage or charge

Name of Company Hatch UK Limited

Number of Company 4091732

**SCHEDULE OF CHARGES, COVENANTS AND RESTRICTIONS**

contained in a Debenture in favour of BoS dated 22<sup>nd</sup> May 2001

**Charges**

- 1 by way of legal mortgage all the freehold and leasehold property of the Company now vested in it whether or not the title to the property is registered at HM. Land Registry together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
- 2 by way of fixed charge all future freehold and leasehold property belonging to the Company together with all buildings and fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
- 3 by way of fixed charge all present and future interests of the Company in or over land or the proceeds of sale of land and all present and future licences of the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property charged under the Debenture;
- 4 by way of fixed charge all the goodwill and uncalled capital for the time being of the Company;
- 5 by way of fixed charge all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests of the Company accruing or offered at any time in relation to them, all rights and interests in and claims under all policies of insurance and assurance held or to be held by or insuring to the benefit of the Company and the benefit of all rights and claims to which the Company is now or may be entitled under any contracts;
- 6 by way of fixed charge all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;
- 7 by way of fixed charge all present and future book and other debts and monetary claims of the Company whether payable now or in the future and the benefit of all present and future rights and claims of the Company against third parties relating to them and capable of being satisfied by the payment of money (save as described in paragraph 5 above);
- 8 by way of fixed charge all present and future plant and machinery and all other present and future chattels not otherwise charged by way of a fixed charge mentioned in any of paragraphs 1 to 9 inclusive (but excluding any chattels for the time being forming part of the Company's stock in trade or work in progress).
- 9 by way of fixed charge all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest) save and except for sums which are on 22 May 2001 subject to the Rent Deposit Deeds (as defined in facility letter dated 22<sup>nd</sup> May 2001 between BoS and Hatch International Limited ("the Facility Letter"))
- 10 by way of floating charge all the Assets not effectively charged by way of a fixed charge mentioned in any of paragraphs 1 to 9 inclusive including (without limitation) any immovable property of the Company in Scotland and any Assets in Scotland within any of the types mentioned in paragraphs 2 to 9 above inclusive but so that the Company is prohibited from creating any fixed security or mortgage or any floating charge over the Assets having priority over or ranking pari passu with the floating charge created by the Debenture (otherwise than in favour of BoS) and the Company will have no power without the consent of BoS to part with or dispose of any part of those Assets except by way of sale in the ordinary course of its business or as otherwise permitted by the Facility Letter.

### **Conversion into fixed charge**

BoS may at any time by notice in writing to the Company immediately convert the floating charge contained in sub-clause 3.1(c) of the Debenture into a fixed charge over any Assets specified in any such notice and the floating charge will, without notice from BoS automatically be converted into a fixed charge:-

1. in respect of any Assets which become subject to a fixed charge in favour of any other person or to a disposition otherwise than by way of sale in the ordinary course of the Company's business immediately upon such charge or disposition; and
2. in respect of all the Assets charged under the floating charge contained in sub-clause 3.1(c) of the Debenture if and when the Company shall cease to carry on business or to be a going concern;
3. in respect of all Assets on the making of an order for the compulsory winding-up of the Company or on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company or on the presentation of a petition for the making of an administration order in relation to the Company or on the presentation of an application for a warrant of execution, writ of fieri facias, garnishee order or charging order;

but so that this provision shall not apply to any Assets in Scotland.

### **Restriction on charges and disposals**

Save as expressly permitted by the terms of the Facility Letter the Company will not without the previous written consent of BoS:

1. create or attempt to create or permit to subsist any mortgage, charge, lien (other than a lien arising in the ordinary cause of business by operation of law) or encumbrance on any Assets charged under the Debenture; or
2. dispose of or part with possession in any way (except on the determination of any lease, tenancy or licence) or share occupation of any Assets; or
3. in any way dispose of the equity of redemption of any such Assets or any interest in any such Assets.

### **Control of moneys received**

The Company will pay into the Company's account with BoS (or as BoS may direct) all moneys which it receives in respect of any policies of insurance or assurance, fees, royalties, income or book or other debts or any other of the rights and claims charged to BoS under paragraphs 2 to 9 above inclusive and until such payment hold all moneys so received upon trust for BoS and will not without the prior written consent of BoS charge, factor, discount, or assign any of the those policies, fees, royalties, income, debts, rights or claims in favour of any other person or purport to do so.

### **Redemption or purchase of own shares and creation and issue of loan stock**

The Company will not without the previous written consent of BoS redeem or purchase any of its own shares or issue any redeemable shares or create and issue any loan stock.

### **Definitions:**

"Assets" shall mean the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company.