

## 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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



04449016

Name of company

\* Sea Products International Limited (the **Chargor**)

Date of creation of the charge

29 August 2003

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

A debenture dated 29 August 2003 between the Chargor and Fortis Bank S.A./N.V. (the **Bank**).

Amount secured by the mortgage or charge

The actual, contingent, present and/or future obligations and liabilities of the Chargor referred to in clause 2 of the Debenture and set out below:

(a) all sums of moneys, obligations and liabilities whatsoever, actual or contingent, present or future which are at the date of the Debenture or at any time thereafter shall have been advanced to or shall have become due, owing or incurred by the Chargor to the Bank whether in respect of principal, interest, fees, charges, costs or any other payment obligations of whatsoever nature;

Continued on document 6382153

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

Fortis Bank S.A./N.V. of Camomile Court, 23 Camomile Street, London

Postcode EC3A 7PP

Please return

via

at London Counter

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

Denton Wilde Sapte  
1 Fleet Place  
London  
EC4M 7WS

AM/MJYB/58047.00463/6382152

Time critical reference

For official Use  
Mortgage Section

Post room



LD5  
COMPANIES HOUSE

0226  
02/09/03

6382152

Short particulars of all the property mortgaged or charged

Under the terms of the Debenture, the Chargor, as beneficial owner, charged as continuing security for the payment of the Secured Liabilities, in favour of the bank:

(i) by way of legal mortgage all estates or interests in the freehold, leasehold and other immovable property described in the schedule to the Debenture (and set out in this Form 395 below) and the proceeds of sale thereof and all buildings and trade and other fixtures on any such property belonging to or charged to the Chargor (the Legally Mortgaged Property);

(ii) by way of fixed charge all estates or interests in any freehold, leasehold and other immovable property at the date of the Debenture or at any time during the continuance of the security thereunder belonging to the Chargor (other than the Legally Mortgaged Property) and the proceeds of sale thereof and all buildings and trade and other fixtures from time to time on any such property belonging to or charged to the Chargor;

Continued on document 6382153

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)

Nil

Signed

*Denton Wilde Septe*

Date

*01/09/03*

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

COMPANIES FORM No. 395 (Cont.)

**Particulars of a mortgage or charge  
(continued)**

Continuation Sheet No 1  
Continued from document 6382152

Company Number

04449016

Name of company

Sea Products International Limited (the **Chargor**)

Amount secured by the mortgage or charge

- (b) all other indebtedness and/or liabilities whatsoever of the Chargor to the Bank present, future, actual and/or contingent and whether incurred as principal or surety;
- (c) all costs, charges, expenses and other sums expended, paid, incurred or debited to any account (including any advances to be made and including all legal and other professional fees) in relation to the realisation, enforcement, protection or perfection of rights under the Debenture and the security constituted thereby or the recovery of any of the indebtedness or other liabilities of the Chargor by the Bank, or by any Receiver (as defined below) or by any delegate or sub-delegate appointed by the Bank pursuant to the Debenture including (but without prejudice to the generality of the foregoing) remuneration payable to any Receiver, delegate or sub-delegate as aforesaid **PROVIDED THAT**, in relation to such costs, charges, losses, expenses, remuneration and other sums as are mentioned in sub-clause 2(c) of the Debenture (and referred to in this paragraph (c)), interest shall accrue and be payable as from the date on which the same are paid by the Bank, or by any such Receiver, delegate or sub-delegate as therein mentioned or become due to such Receiver, delegate or sub-delegate under the terms of his appointment without the necessity for any demand being made for payment thereof; and
- (d) interest and charges due upon or relating to all such advances, indebtedness, liabilities, costs, expenses and other moneys until demand or other due date at such respective rates as have been or may from time to time be agreed between the Chargor and the Bank and in any event from and after demand or such other due date until full discharge (as well after as before judgment) at the rate per annum of 5 per cent above the Bank's base rate from time to time and such interest shall be calculated and compounded daily in the event of it not being punctually paid but without prejudice to the right of the Bank to require payment of such interest;

(the Secured Liabilities).

**COMPANIES FORM No. 395 (Cont.)**

**Particulars of a mortgage or charge  
(continued)**

Continuation Sheet No 2  
Continued from document 6382152

Company Number

04449016

Name of company

Sea Products International Limited (the **Chargor**)

Short particulars of the property mortgaged or charged

- (iii) by way of fixed charge all plant, machinery, vehicles, computers and office and other equipment owned by the Chargor both at the date of the Debenture and in future;
- (iv) by way of fixed charge all book and other debts at the date of the Debenture or at any time thereafter due or owing to the Chargor, other than the Credit Balances (as defined below) charged by sub-clause 3.1(v) of the Debenture (and referred to in paragraph (v) below), together with the full benefit of all guarantees and securities therefor and indemnities in respect thereof and (subject always to the provisions of sub-clause 6.2 of the Debenture) all monies which the Chargor receives in respect thereof;
- (v) by way of fixed charge (but subject to the provisions of sub-clause 6.3 of the Debenture) all credit balances from time to time of the Chargor with other bankers or third parties (the **Credit Balances**);
- (vi) by way of fixed charge all stocks, shares, debentures, bonds, notes, loan capital of:
  - (a) any Subsidiary (as defined below); and
  - (b) any other body corporate;and all rights to subscribe for, redeem or convert other securities into or otherwise acquire any of the same which may at the date of the Debenture or thereafter belong to the Chargor, together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;
- (vii) by way of fixed charge the goodwill of the Chargor and its uncalled capital of the date of the Debenture or at any time thereafter in existence;
- (viii) by way of fixed charge all copyrights, patents, patent applications, licences, trade marks, tradenames, know-how and inventions or other rights of every kind deriving therefrom at the date of the Debenture or at any time thereafter belonging to the Chargor and all fees, royalties and other rights of every kind deriving from such copyrights, patents, trade marks, tradenames, know-how and inventions; and
- (ix) by way of floating charge the whole of the Chargor's undertaking and all its property, assets and rights, whatsoever and wheresoever, present and future, other than any property or assets from time to time or for the time being effectively mortgaged or charged to the Bank by way of fixed charge by clause 3.1 of the Debenture (and referred to in paragraphs (i)-(viii) (inclusive) above).

**COMPANIES FORM No. 395 (Cont.)**

**Particulars of a mortgage or charge  
(continued)**

Continuation Sheet No 3  
Continued from document 6382152

Company Number

04449016

Name of company

Sea Products International Limited (the **Chargor**)

Short particulars of the property mortgaged or charged

**Note:**

The Chargor covenanted that without the prior written consent of the Bank it shall not nor shall it agree or purport to:

- (a) create or permit to subsist any Encumbrance (as defined below) whether in any such case ranking in priority to or pari passu with or after the mortgages and the fixed and floating charges created under the Debenture or any other security created by the Debenture save to the extent permitted by the Bank in writing; or
- (b) sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or, save in the ordinary course of business, any part of its undertaking or assets save as permitted by the Bank in writing.

**Definitions:**

**Encumbrance** means any mortgage, charge, lien, pledge, caution, hypothecation, set-off or other such encumbrance over any property, undertaking or assets of the Chargor other than as arise in the ordinary course of trading or by operation of law;

**Receiver** means an administrative receiver or a receiver appointed pursuant to the provisions of the Debenture or pursuant to any applicable law and such expression shall include, without limitation, a receiver and manager.

**Subsidiary** has the meaning ascribed to that term by section 736 of the Companies Act 1985.

**Schedule:**

Nil

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04449016

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 29th AUGUST 2003 AND CREATED BY SEA PRODUCTS INTERNATIONAL LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO FORTIS BANK S.A./N.V. 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 2nd SEPTEMBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th SEPTEMBER 2003.

*LC-Uem*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —