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COMPANIES FORM No. 395

136518/80

395

Particulars of a mortgage or charge

Please do not write in this margin

Pursuant to section 395 of the Companies Act 1985

CHA
116

To the Registrar of Companies

For official use

Company number

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

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04658040

Name of company

MARCUS WAREING AT THE BERKELEY LIMITED
(the "Company")

Date of creation of the charge

29th May 2003

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

MORTGAGE DEBENTURE (the "Mortgage Debenture") dated **29th May 2003** and made between the Company and Singer & Friedlander Limited (the "Bank")

Amount secured by the mortgage or charge

- (i) All present and/or future indebtedness (including, without limitation, interest and bank charges thereon) of the Company to the Bank on any current, advance, loan or other account whatsoever notwithstanding that there may be from time to time a credit balance on any such account; and
- (ii) all other liabilities whatsoever (including, without limitation, liabilities in respect of money advanced, bills of exchange, letters of credit issued, notes, bills or letters of credit discounted or paid or bills accepted for the accommodation or at the request of the Company) of the Company to the Bank present future actual and/or contingent and whether incurred solely, severally or jointly with any other person, as principal or as surety or otherwise howsoever; and
- (iii) all costs, charges and expenses howsoever incurred by the Bank or any Receiver appointed by the Bank in relation to the Mortgage Debenture and such indebtedness and/or liabilities on a full indemnity basis.

and interest on the foregoing day by day from demand until full discharge (as well after as before judgement) at the rates from time to time agreed with the Bank or, if and to the extent not agreed, at the rate of three per cent per annum over the Base Lending Rate of National Westminster Bank Plc current from time to time or (if more) six per cent per annum (all of the foregoing being hereafter collectively referred to in this Form 395 as the "Secured Obligations").

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

Singer & Friedlander Limited,
21, New Street,
London EC2M 4HR

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

Singer & Friedlander Limited,
21, New Street
London, EC2M 4HR

Ref: NKT

Time critical reference

For official use

Mortgage Section

Post Room



Short particulars of all the property mortgaged or charged

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in this margin

The Company as beneficial owner and to the intent that the security present or future created by the Mortgage Debenture (hereafter referred to in this Form 395 as the "Security") shall rank as a continuing security for all the Secured Obligations charges:

- (A) by way of legal mortgage any property referred to in the Schedule to this Form 395 ("**the legally mortgaged property**") and/or the proceeds of sale thereof together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon:
- (B) by way of fixed equitable charge all estates or interest in any freehold and leasehold property (except the legally mortgaged property) at the date of the Mortgage Debenture and at any time during the continuance of the Security belonging to or charged to the Company ("**the equitably charged property**") and/or the proceeds of sale thereof;

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

Contd/...

Particulars as to commission allowance or discount (note 3)

Signed

Date

10th June 2003

On behalf of [company][mortgagee/chargee][†]

[†] 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, e.g. "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.

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Particulars of a mortgage or charge (continued)

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Continuation sheet No 1
to Form No 395 and 410 (Scot)

Please complete
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black type, or bold
block lettering

Company Number

04658040

Name of Company

MARCUS WAREING AT THE BERKELEY LIMITED
(the "Company")

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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black type, or bold
block lettering**

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

Please complete
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black type or bold
block lettering

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

- (C) by way of fixed charge all stocks, shares and/or other securities at the date of the Mortgage Debenture and at any time during the continuance of the Security belonging to the Company and all dividends and other rights in relation thereto;
- (D) by way of fixed charge all book debts and other debts at the date of the Mortgage Debenture and from time to time due or owing to the Company;
- (E) by way of fixed charge its goodwill and its uncalled capital for the time being;
- (F) by way of fixed charge all intellectual property rights chooses in action and claims at the date of the Mortgage Debenture and in the future belonging to the Company; and
- (G) by way of floating security its undertaking and all its other property assets and rights whatsoever and wheresoever present and/or future including those expressed to be charged by way of fixed charge pursuant to the foregoing paragraphs if and to the extent that such charges as aforesaid shall fail as fixed charges but without prejudice to any fixed charges as shall continue to be effective.

All the charges created or agreed to be created by the Mortgage Debenture are, or in the case of future property shall be, first charges

The Mortgage Debenture contains (*inter alia*) provisions to the effect of the following:-

- (a) The Security shall be a continuing security to the Bank for the discharge of the Secured Obligations.
- (b) The Bank may at any time notice to the Company in writing convert the floating charge created by the Mortgage Debenture into a fixed charge as regards any assets specified in such notice and the Company will execute over such assets a charge in favour of the Bank in such form as the Bank shall require.
- (c) The company shall not without the prior written consent of the Bank:-
 - (i) create or permit to subsist any mortgage, charge, pledge, hypothecation, lien or other security interest on any of its assets other than the Mortgage Debenture;
 - (ii) sell, transfer, lease, lend or otherwise dispose of the whole or any part of its undertaking or (save in the normal course of trading at not less than market value) of its assets or enter into any agreement or grant any option for any such sale, transfer, lease, loan or other disposal;
 - (iii) part with possession of any freehold or leasehold property, grant or agree to grant any option or any licence tenancy or other right of occupation to any person, or exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by Sections 99 and 100 of the Law of Property Act 1925 provided that such restrictions shall not be construed as a limitation on the powers of any receiver appointed under the Mortgage Debenture and being an agent of the Company.
- (d) The Company shall:-
 - (i) pay into its account with the Bank all monies which it may receive in respect of its book or other debts charged by the Mortgage Debenture and until such payment will hold all such monies on trust for the Bank and shall not without prior written consent of the Bank release, factor, sell at discount, charge, assign or otherwise deal with such debts otherwise than by getting in and paying the same into such account and if called upon to do so by the Bank from time to time shall execute legal assignments to the Bank of such book and other debts;

- (ii) execute at any time upon request over all or any of the property mentioned in Clause 5 (ix) of the Mortgage Debenture a charge by way of legal mortgage in favour of the Bank in such form as the Bank shall require.
- (e) The Bank and any Receiver shall have full power to grant leases and to vary or accept surrenders of leases equivalent to those of an absolute owner free from the restrictions contained in sections 99 and 100 of the Law of Property Act 1925.
- (f) The company shall whenever requested by the Bank, and at the Company's cost, immediately execute and sign all such deeds and documents and do all such things as the Bank may require in relation to any property or assets specified by the Bank for the purpose of perfecting or more effectively providing security to the Bank for the payment and discharge of the monies, obligations and liabilities secured by the Mortgage Debenture.

Schedule

(Details of the legally mortgaged property)

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04658040

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE DATED THE 29th MAY 2003 AND CREATED BY MARCUS WAREING AT THE BERKELEY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO SINGER & FRIEDLANDER LIMITED WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th JUNE 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th JUNE 2003.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

P. Ram