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COMPANIES FORM No. 395

128234/50

Particulars of a mortgage or charge

395

CHFP025

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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



05003339 ✓

Name of company

* Adaptground Limited (the "Chargor")

Date of creation of the charge

26 March 2004

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

Debenture made between Adaptground Limited (1) and The Governor and
Company of the Bank of Scotland (2) (the "Debenture")

Amount secured by the mortgage or charge

Please see attached schedule 1.

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

The Governor and Company of the Bank of Scotland
Telford House, 3 Mid New Cutlins
Edinburgh
("BoS")

Postcode EH11 4DH

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

Taylor Wessing
Carmelite, 50 Victoria
Embankment, Blackfriars,
London, EC4Y 0DX

SWL/DJM

Time critical reference

BOS-27-27/Debenture

For official Use
Mortgage Section

Post room



A12
COMPANIES HOUSE

0539
02/04/04

Short particulars of all the property mortgaged or charged

Please see attached schedule 2.

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.

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Signed

Taylor Wessing

Date

01/04/04

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

† 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

SCHEDULE 1

Amount secured by mortgage or charge

All or any monies and liabilities which will from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to us by you, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not we shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which we may in the course of your business charge or incur in respect of any of those matters or for keeping your account, and so that interest shall be computed and compounded according to our usual rates and practice as well after as before any demand made or decree obtained under or in relation to this Debenture.

(the "**Secured Liabilities**").

SCHEDULE 2

Short particulars of property mortgaged or charged

1. With full title guarantee you hereby charge to us as a continuing security for the payment or discharge of the Secured Liabilities:-

- (a) by way of legal mortgage all estates or interests in the freehold and leasehold property described in the Schedule together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on any such property;
- (b) by way of fixed charge:-
 - (i) all estates or interests in any freehold or leasehold property belonging to you now or at any time after the date of this Debenture (other than any property charged in terms of Clause 2.1.1 of the Debenture) together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
 - (ii) all your present and future interests in or over land or the proceeds of sale of it and all your present and future licences to enter upon or use land and the benefit of all other agreements relating to land to which you are or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures) which are at any time on the property charged under this Debenture;
 - (iii) all present and future plant and machinery not otherwise charged under this Clause 2 of the Debenture and all your other present and future chattels (excluding any for the time being forming part of your stock in trade or work in progress);
 - (iv) all present and future stocks, shares and other securities owned (at law or in equity) by you and all rights and interests accruing or offered at any time in relation to them;
 - (v) all rights and interests in and claims under all policies of insurance and assurance held or to be held by you or insuring to your benefit and the benefit of all rights and claims to which you are now or may be entitled under any contracts;

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- (vi) 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 you or in which you 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 you 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;
- (vii) all your goodwill and uncalled capital for the time being;
- (viii) all your present and future book and other debts and monetary claims whether payable now or in the future and the benefit of all your present and future rights and claims against third parties relating to them and capable of being satisfied by the payment of money (save as charged under sub-clause 2.1.2.5 of the Debenture);
- (ix) all your present and future bank accounts, cash at bank and credit balances with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest);
- (c) by way of floating charge all the Assets not otherwise effectively mortgaged, charged or assigned by this Clause 2 of the Debenture (including, without limitation, any of your immovable property in Scotland and any Assets in Scotland falling within any of the types mentioned in sub-clause 2.1.2 of the Debenture).

NOTE

- (1) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to any floating charge created pursuant to the Debenture.
- (2) Under the Debenture the Company will not without the previous written consent of **BoS:**
 - (a) create or attempt to create or permit to subsist any mortgage, charge, lien or encumbrance (except where permitted by the Facility Agreement on all or any of its Assets; or
 - (b) sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets (other than any Assets the subject of a floating charge (but not any fixed charge or mortgage) on arms length terms in the ordinary course of trading); or
 - (c) in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset.

Definition

"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;

"Business Day" means a day (other than a Saturday or Sunday, or bank holiday) when our branch or Business Centre at which your main bank account with us is located is open for business;

"Default Rate" means the rate of interest payable in accordance with the terms of any agreements or letters setting out the terms of or constituting the Secured Liabilities in relation to any amount which is not paid on the due date therefor, or if no such rate is stated our standard default rate from time to time;

"Facility Agreement" means the letter from the Bank to the Chargor accepted by the Chargor on the 26 March 2004;

"Our Group" means us, HBOS plc (Registered No.218813), any subsidiary of either of them, any holding company of either of them and any subsidiary of any such holding company;

"properties" means at any time your freehold, heritable and leasehold properties at that time;

"Receiver" shall mean an administrative receiver, receiver and manager or other receiver appointed pursuant to this Debenture in respect of you or over all or any of the Assets charged by this Debenture;

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05003339

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 26th MARCH 2004 AND CREATED BY ADAPTGROUND LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 2nd APRIL 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th APRIL 2004.

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Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES