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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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

2111

5271236

Name of company

\* Senad Holdings Limited (the "Company")

Date of creation of the charge

29 November 2004

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

Debenture

Amount secured by the 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 BoS by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not BoS shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which Bos may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual rates of BoS and practice as well after as before any demand made or decree obtained under or in relation to the Debenture ("the Secured Liabilities").

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

The Governor and Company of the Bank of Scotland (BoS), Specialist Property Finance, Telford House, 3 Mid New Cultins, Edinburgh

Postcode EH11 4DH

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

DLA LLP  
3 Noble Street  
London  
EC2V 7EE

LJH/76406/120179

Time critical reference

For official Use  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

With full title guarantee the Company charge to BoS as a continuing security for the payment or discharge of the Secured Liabilities:-

1. by way of legal mortgage all estates or interests in the freehold and leasehold property described in the Schedule hereto 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;

2. by way of fixed charge:-

2.1 all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of the 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;

See continuation sheet 1, Page 4.

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

Date 6 December 2004

On behalf of ~~XXXXX~~ ~~XXXXXXXX~~ [company] [mortgaged/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

CHFP025

## Particulars of a mortgage or charge (continued)

Please do not  
write in this  
binding margin

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

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

Company Number

5271236

Name of Company

Senad Holdings Limited (the "Company")

XXXXXX  
XXXXXX

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

In this form:-

"Assets" means the whole of the property (including uncalled capital) which is or may be from time to time compromised in the undertaking of the Company.

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

## **SCHEDULE**

Please do not  
write in this  
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

2.2 all the Company's present and future interests in or over land or the proceeds of sale of it and all the Company's present and future licences to enter upon or use land and the benefit of all other agreements relating to land to which the Company 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 the Debenture;

2.3 all present and future plant and machinery not otherwise charged under Clause 2 of the Debenture and all the Company's other present and future chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress);

2.4 all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them;

2.5 all rights and interests in and claims under all policies of insurance and assurance held or to be held by the Company or insuring to the Company's benefit and the benefit of all rights and claims to which the Company are now or may be entitled under any contracts;

2.6 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 the Company 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;

2.7 all the Company's goodwill and uncalled capital for the time being;

2.8 all the Company's present and future book and other debts and monetary claims whether payable now or in the future and the benefit of all the Company's 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);

2.9 all the Company's 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);

3. by way of floating charge all the Assets not otherwise effectively mortgaged, charged or assigned by Clause 2 of the Debenture, (including, without limitation, any of the Company's 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).

See continuation sheet 2, page 4.

CHFP025

## Particulars of a mortgage or charge (continued)

Please do not  
write in this  
binding margin

Continuation sheet No 2  
to Form No 395 and 410 (Scot)

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

Company Number

5271236

Name of Company

Senad Holdings Limited (the "Company")

XXXXXX

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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



Please do not  
write in this  
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

4. The Company with full title guarantee assign in favour of BoS (subject to the Company's right to redeem such assignment upon payment or discharge in full of the Secured Liabilities):

4.1 all the Company's right, title and interest in and to any interest rate hedging agreements entered into by any person; and

4.2 (insofar as they are capable of being assigned by way of security) all the Company's right, title and interest in and to any agreement to which the Company are a party except to the extent that it is subject to any fixed charge created under any other provision of the Debenture

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

#### **Conversion into fixed charge**

BoS may at any time by notice to the Company immediately convert the floating charge contained in sub-clause 2.1.3 of the Debenture into a fixed charge over any Assets specified in that 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; and
2. in respect of all the Assets charged under the floating charge contained in sub-clause 2.1.3 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 the convening of a meeting for the passing of a resolution for the voluntary winding up of the Company or the taking of any steps (including without limitation, the making of an application or the giving of any notice) by the Company or any other person for the appointment of an administrator in respect of the Company.

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

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 course of business by operation of law) or encumbrance on all or any of its Assets; or
2. sell, transfer, assign, factor lease or otherwise dispose or part with possession in any way of all or any of the Company's Assets (other than 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
3. in any way dispose of the equity of redemption of any Assets or any interest in any Assets.

#### **Control of moneys received**

The Company will get in and realise all of its book and other debts and other monies in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into an account in accordance with the following provisions) upon trust for BoS and pay into the Company's account with BoS (or as BoS may direct) all monies which the Company receives in respect of any book or other debts and other monies charged to BoS.

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.

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05271236

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 29th NOVEMBER 2004 AND CREATED BY SENAD HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND 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 10th DECEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th DECEMBER 2004.

*DPH*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES