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\* insert full name  
of Company

## COMPANIES FORM No. 395

138606/13

## Particulars of a mortgage or charge

# 395

A fee of £13 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

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Company number

06174432

Name of company

\* Centram Limited

Date of creation of the charge

20 September 2007

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

Debenture dated 20 September 2007 made between Centram Limited (1) and Fortis Bank S A /N V  
(2)

Amount secured by the mortgage or charge

All monies obligations and liabilities whether actual or contingent which at the date of the Debenture were or may at any time thereafter be due, owing or incurred to the Bank by the Company in whatever currency denominated whether on any banking or other account or otherwise in any manner whatsoever (whether alone or jointly and in whatever style, name or form and whether as principal or surety) when the same are due including all liabilities in connection with foreign exchange transactions swap arrangements issuing confirming accepting endorsing or discounting any notes or bills or under bonds guarantees indemnities documentary or other credits or any instruments whatsoever from time to time entered into by the Bank for or at the request of the Company together with interest at the date of payment at such rates and upon such terms as may from time to time be agreed and commission discount fees and other charges and all legal and other costs charges and expenses incurred by the Bank in relation to the Company or the assets charged by the Debenture (together with Value Added Tax thereon) on a full and unqualified indemnity basis

See Addendum 2/4

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

Fortis Bank S A /N V (the "Bank"), Camomile House, 23 Camomile Street, London

Postcode EC3A 7PP

Presentor's name address and  
reference (if any)

Bird & Bird  
15 Fetter Lane  
London EC4A 1JP  
DX 119 London  
Ref BYB/WWP/FORTB/0070

Time critical reference

For official Use (02/00)

Mortgage Section

Post room

FRIDAY



\*A5JSRTC\*

28/09/2007

125

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

i) the freehold and leasehold property of the Company both present and future including but not limited to the property known as Pevensey Bay Road, Eastbourne which is registered at the Land Registry under title numbers EB17433 and EB29892 and all buildings and fixtures (including tenant's and trade fixtures) from time to time on any such property and all plant machinery vehicles computers and office and other equipment of the Company both present and future (excluding stock in trade of the Company) (the "Properties")

(ii) all stocks shares bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests including but not limited to loan capital of the Company both present and future in any company firm consortium or entity wheresoever situate including all allotments accretions offers rights benefits and advantages whatsoever at any time accruing offered or arising in respect of or incidental to the same and all stocks shares rights money or property accruing thereto or offered at any time by way of conversion redemption bonus preference option or otherwise in respect thereof (the "Securities")

See Addendum 4/4

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bold block  
lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Bird & Bird*

Date

*26/9/07*

On behalf of mortgagee/chargee<sup>†</sup>

A fee 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**.

Company number

06174432

Name of company

\* insert full name  
of company

\* Centram Limited

Addendum 1/4

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

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

NB The Debenture provides that the Company will not without the prior consent in writing of the Bank

(i) sell assign discount factor pledge charge release set-off or otherwise dispose of the Debts or any part thereof or deal with the same,

(ii) create or attempt to create or permit to subsist any mortgage debenture charge (whether fixed or floating) or pledge upon or permit any lien or other incumbrance (save a lien arising by operation of law in the ordinary course of trading) to arise on or affect the goodwill undertaking property assets revenues and rights hereby charged (together the "Charged Assets") or any part thereof, or

(iii) part with possession transfer sell lease or otherwise dispose of the Charged Assets or any part thereof or attempt or agree so to do (except in the case of stock in trade charged by way of floating charge only which may be sold at market value in the usual course of trading as at the date of the Debenture conducted and for the purpose of carrying on its business)

Company number

06174432

Name of company

\* insert full name  
of company

\* Centram Limited

Addendum 3/4

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

Name of company

\* insert full name  
of company

\* Centram Limited

## Addendum 4/4

## 4 Short particulars of all the property mortgaged or charged (continued)

(iii) all book and other debts revenues and claims both present and future including things in action which may give rise to a debt revenue or claim and including without limitation bank deposits and credit balances and the benefit of all rights and claims of any nature whatsoever against any lessees, licensees or other occupiers and against all guarantors and sureties for the obligations of such lessees licencees or occupiers from time to time of the whole or any parts of any of the Properties (the "Occupational Leases") due or owing or which may become due or owing to or purchased or otherwise acquired by the Company and the full benefit of all rights and remedies relating thereto including but not limited to all the Company's legal and beneficial interests in and rights to receive all and any monies reserved and payable as rent which may be or become due or owing to the Company under or by virtue of each and all of the Occupational Leases and any negotiable or non-negotiable instruments guarantees indemnities debentures legal and equitable charges and other security reservation of proprietary rights rights of tracing liens and all other rights and remedies of whatsoever nature in respect of the same (the "Debts")

(iv) the uncalled capital goodwill and all patents patent applications trade marks and service marks (whether registered or not) brand and trade names registered designs design rights and copyrights computer programmes inventions confidential information know-how and all other intellectual or intangible property or rights and all applications for the protection of any of the foregoing in any part of the world and all licences agreements and ancillary and connected rights and benefits relating to the intangible property both present and future of the Company (the "Capital")

(v) all present and future contracts or policies of insurance and assurance (including life policies) in which the Company now or hereafter has an interest and all monies from time to time payable thereunder including any refund of premium (the "Insurances")

(vi) the undertaking and all other property assets rights title and interest of the Company whatsoever and wheresoever both present and future including but not limited to the stock in trade of the Company wheresoever which is or may be from time to time while the Debenture is in force comprised in the property and undertaking of the Company and the Properties Securities Debts Capital and Insurances (if and insofar as the charges thereon referred to in (i) - (v) above shall for any reason be ineffective as fixed charges) (the "Floating Charge Assets")

The charges created by the Debenture shall as regards the Properties Securities Debts Capital and Insurances be first fixed charges (and as regards all those parts of the freehold and leasehold property which at the time of the Debenture were vested in the Company shall constitute a charge by way of legal mortgage thereon) and as to the Floating Charge Assets shall be a first floating charge

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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 06174432

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 20th SEPTEMBER 2007 AND CREATED BY CENTRAM LTD FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO FORTIS BANK S A /N V ON ANY ACCOUNT WHATSOEVER 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 28th SEPTEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd OCTOBER 2007

*DXingels*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES