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COMPANIES FORM No. 395

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.

CHFP025

Please do not write in this margin

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

\*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

01215

482197

Name of company

\* CAMBRIDGE UNITED FOOTBALL CLUB LIMITED

Date of creation of the charge

23 DECEMBER 2003

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

DEBENTURE

Amount secured by the mortgage or charge

ALL MONEY AND LIABILITIES WHATEVER, WHENEVER AND HOWSOEVER INCURRED BY THE COMPANY WHETHER NOW OR IN THE FUTURE.

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

GROVEFIELD FINANCE LIMITED, 16-18 PRINCESS STREET, IPSWICH, SUFFOLK

Postcode IP1 1QT

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

Gotelee & Goldsmith  
31-41 Elm Street  
Ipswich  
Suffolk  
IP1 2AY

DX 3220 IPSWICH

Time critical reference

For official Use  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

Legal mortgage of all freehold and leasehold land now vested in the Company together with all buildings & fixtures on the land now or at any time afterwards on it. This includes (without limitation) the land described in schedule 1 to the Debenture; First fixed equitable charge on all land which the Company acquires in the future; and, First fixed charge on:

- (a) all goodwill and uncalled capital of the Company, present or future;
- (b) all right title and interest of the Company now or in the future, in any stocks, shares, instruments creating or acknowledging any debt, or other securities issued by any person;
- (c) all right title and interest of the Company, now or in the future, in or under any policy of insurance or assurance or to the proceeds thereof;
- (d) all right title and interest of the Company, now or in the future in or to any registered intellectual property right in any territory including without limitation, patents, trademarks, service marks, registered designs and any similar right in any territory and any applications or right to apply for any of the foregoing, any invention, copyright, design right or performance right; and any trade secrets, know-how and confidential information, the benefit of any agreement or licence for the use by the Company and any other person of any such right;

Please do not  
write in  
this margin

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bold block  
lettering

Particulars as to commission allowance or discount (note 3)

Signed

Date

6 January 2004

On behalf of ~~XXXXXX~~ [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)

**Notes**

† 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, 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 marginContinuation sheet No 1  
to Form No 395 and 410 (Scot)Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Company Number

482197

Name of Company

CAMBRIDGE UNITED FOOTBALL CLUB LIMITED

Limited\*

\* delete if  
inappropriate**Description of the instrument creating or evidencing the mortgage or charge (continued)** (note 2)

(e) all book and other debts now or in the future owing to the Company (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent, including without limitation credit balances on any account at any bank or financial institution other than the account referred to in Schedule 2 to the Debenture, or such further or other account or accounts as Grovesfield Finance Limited may at any time stipulate, and together with all cheques, bills of exchange, negotiable, instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt, but 'Debts' does not include any asset or right effectively charged by way of fixed charge under any other provision of clause 3 of the Debenture.

(f) any sum payable to the Company and any right to recover any sum by way of rent, service charge or otherwise under any lease of Land, or as mense profits, licence fee, or otherwise howsoever for the use of occupation of or trespass upon Land, or other income arising from any Land; and by way of rent or otherwise in connection with the possession or use of; or in respect of any trespass to or conversion of, any chattel except in so far as the same is effectively charged by way of fixed charge by clause 3 of the Debenture.

(g) all rights of the Company, now or in the future, arising out of or in connection with any agreement for the acquisition of any property (real or personal) by the Company (except to the extent that such rights amount to an interest in land effectively charged by way of legal mortgage or fixed charge by clause 3.1 or 3.2 of the Debenture including without limitation any option to acquire property; or for the hire, hire purchase, lease or loan of any property (real or personal), to the Company (except as provided for above);

(h) all rights, claims or obligations of any kind whatsoever now or at any time owed to the Company capable of being satisfied by the payment of money, which are not effectively charged by way of fixed charge by any other provision of the Debenture;

(i) all plant and machinery or equipment of any kind (including without limitation all cables, pipes, switchgear, heating, lighting, electrical, water and gas apparatus) which does not for any reason constitute any thing of any kind now or at any time affixed to the land for the purpose, including without limitation trade and tenants' fixtures, but is now or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building; and

(j) all plant, machinery, equipment and motor vehicles now or at any time owned by the Company as a capital asset which is not a Fixture or Fixed Plant and Equipment as defined in the Debenture, (including without limitation any moulds, patterns, tools (other than hand tools and consumable tooling) dies and jigs).

By way of first floating charge all those Assets which are not for any reason effectively charged by the Debenture by way of fixed charge or mortgage, including, without limitation, any heritable property of the Company situated in Scotland.

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

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FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00482197

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 23rd DECEMBER 2003 AND CREATED BY CAMBRIDGE UNITED FOOTBALL CLUB LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO GROVEFIELD FINANCE LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 7th JANUARY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th JANUARY 2004.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

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