M CHFP014

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

\* insert full name of company

**COMPANIES FORM No. 395** 

706875/13

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.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies (Address overleaf - Note 5)

Name of company

For official use Company number

1282312

CAMERON HALL DEVELOPMENTS LIMITED

Date of creation of the charge

**5TH JULY 2006** 

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

**DEBENTURE** 

Amount secured by the mortgage or charge

All the Company's liabilities to the Bank of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Bank's charges and commission Interest and Expenses.

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

THE ROYAL BANK OF SCOTLAND INTERNATIONAL LIMITED TRADING AS NAT WEST

OF NATWEST HOUSE, 57/63 LINE WALL ROAD, GIBRALTAR

Postcode

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

ARCHERS LAW LLP

See 1 in Addendum

DX. 721030 Stockern3

STOCKTON ON TEES, 7518 3NB

Time critical reference

For official Use
Mortgage Section

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A20 RANKE COMPANIES HOUSE

331 25/07/2006 The Company grants and conveys to the Bank all the freehold property now vested in or charged to the Company which is not otherwise expressly charged to the Bank to hold for the Bank in fee simple to and with the benefit of the leases and tenancies (if any) subsisting in the several parts of it but otherwise free from encumbrances.

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

The Company subdemises to the Bank all the leasehold property now vested in the Company which is not otherwise expressly charged to the Bank to hold for the Bank for the unexpired residue(s) of the (respective) term(s) of years subsisting in it except the last three days of (each) such term subject to and with the benefit of the leases and tenancies (if any) subsisting in the several parts of it but otherwise free from encumbrances.

By way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the company (except the property charged under the two preceding paragraphs).

By way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Company.

Particulars as to commission allowance or discount (Note 3)

For Archere (Secretariai) Ltd.

20th July 2006

Companies House in respect of each register entry for a mortgage or charge.
(See Note 5)

On behalf of [company][moxigages/charges]†

† delete as appropriate

A fee of £10 is payable to

## **Notes**

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.

Date

- A description of the instrument, eg "Trust Deed", "Debentures, "Mortgage", or "Legal charge", etc. as the case may be, should be given.
- 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.
- 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:-

## CHWP000

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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Particulars of a mortgage or charge (continued)

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

		to Form No 395 and 410 (Scot)	
Please complete legibly, preferably in black type, or bold block lettering		Company number	
		1282312	
	Name of company		
* delete if inappropriate	CAMERON HALL DEVELOPMENTS		
		Limited *	
	Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)		
		!	
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Amount due or owing on the mortgage or charge (continued)		
	Please complete legibly, preferably in black type, or bold block lettering	
	Page 2	

Please do not write in this	Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)		
binding margin			
Please complete legibly, preferably in black type, or bold block lettering			

Please do not write in this binding margin

By way of fixed charge all the plant and machinery, vehicles and computer equipment of the Company present and future not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts.

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

By way of fixed charge all furniture, furnishings, equipment,tools and other chattels of the Company present and future not regularly disposed of in the ordinary course of business.

By way of fixed charge all rents receivable from any lease granted out of any freehold and leasehold property of the Company.

By way of fixed charge all the goodwill and uncalled capital of the Company present and future.

By way of fixed charge all stocks.shares and other securities held by the Company from time to time in any subsidiary and all income and rights derived from or attaching to them.

By way of fixed charge all stockts, shares and other securities of the Company present and future and all income and rights derived from or attaching to them.

By way of fixed charge all intellectual Property Rights chooses in action, licences and claims of the Company present and future and the insurance policies and proceeds of any insurance from time to time affecting the Property. 'Intellectual Property Rights' include (without limitation) all rights in patents, inventions, copyrights, design rights, trademarks, service marks, database rights, confidential information, know-how, domain names and business names.

By way of fixed charge the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Bank of any third party.

By way of fixed charge all book debts and other debts of the company present and future and the proceeds of payment or realisation of each of them until the receipt of the proceeds from time to time into an account (in accordance with clause 4.2 of the debenture document)

By way of fixed charge all funds standing to the credit of the Company from time to time on any account with the Bank or any other bank or financial institution or organisation including all receipts from time to time paid into an account (in accordance with clause 4.2 of the debenture). Provided that the Bank may without prejudice to this deed permit the Company to make withdrawals from time to time.

By way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under this deed.



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01282312

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 5th JULY 2006 AND CREATED BY CAMERON HALL DEVELOPMENTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF SCOTLAND INTERNATIONAL LIMITED TRADING AS NAT WEST ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 25th JULY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31st JULY 2006.

DX angels



