



COMPANIES FORM No. 395

# Particulars of a mortgage or charge

# 395

Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

M 48 25/MAR/87

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

To the Registrar of Companies

For official use

Company number

[ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

2044918

Name of company

\* RIVERBRIDGE DEVELOPMENTS LTD ✓

\* Insert full name  
of company

Date of creation of the charge

18 March 1987 ✓

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

A Debenture

Amount secured by the mortgage or charge

All monies and liabilities (whether actual or contingent) which now or at any time hereafter may be due or owing or incurred to the Bank by the Company whether alone or jointly with any other person and whether as principal or surety together with all interest chargeable and all other legal or other costs and expenses incurred by the Bank

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

STANDARD CHARTERED BANK whose registered office is at 38 Bishopsgate, London

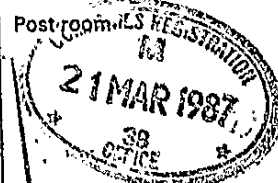
Postcode

EC2N 4DE

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

For official Use  
Mortgage Section

REGISTERED  
21 MAR 1987



MJW/2386Y

Time critical reference

Short particulars of all the property mortgaged or charged

Please  
write in  
this marg.

Please compl.  
legibly, preferab.  
in black type, or  
bold block lettering

(i) By way of first legal mortgage:-

(a) the properties referred to in the Schedule hereto and/or the proceeds of sale thereof together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery at any time thereon and it is hereby declared that the interest of the Company in the properties is as stated in the Schedule hereto and that the properties are free from all charges and encumbrances; and

(b) all other interests or estates in any freehold or leasehold properties belonging to the Company as at the date of the Debenture and it is hereby declared that the properties are free from all charges and encumbrances;

(ii) By way of first specific equitable charge all estates or interest in any freehold or leasehold properties (except the legally charged properties) now or at any time hereafter during the continuance of this security belonging to or charged to the Company and/or the proceeds of sale thereof together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;

..... cont/d.

Particulars as to commission allowance or discount (note 3)

Signed

Date

20 March 1987

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

† 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 entered 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.

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# Particulars of a mortgage or charge (continued)

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

Company number

2044918

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

Name of company

RIVERBRIDGE DEVELOPMENTS LTD

Limited\*

\*delete if  
inappropriate

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

(iii) By way of first specific charge:-

- (a) all book debts and other debts whether actual or contingent now or at any time during the continuance of this security due or owing to the Company and the benefit of all securities and guarantees now or at any time held by the Company in relation thereto;
- (b) all stocks, shares, securities or other interests (together with all rights in respect thereof or incidental thereto) in any of the Company's subsidiaries (as defined by Section 736 of the Companies Act 1985) now or at any time during the continuance of this security belonging to the Company;
- (c) all the goodwill, trade marks, copyrights, registered designs and other intellectual property and uncalled capital of the Company both present and future; and
- (d) the benefit of all licences presently held or hereafter acquired by the Company;

(iv) By way of first floating charge the undertaking and all property, assets and rights of the Company whatsoever and wheresoever both present and future (including without limitation the property assets and rights of the Company referred to in (i)(a) and (b), (ii) and (iii) (a), (b), (c) and (d) if and insofar as such charges or any part or parts of the same shall for any reason be ineffective as specific fixed charges.

(v) The Company shall not without the prior consent in writing of the Bank create or permit to exist any mortgage, debenture, charge, pledge, lien or other interest (whether express or arising by operation of law) on or affecting any part of such floating charge ranking in priority to, or pari passu with, the same.

(vi) The Bank may, at any time by notice to the Company, convert the floating charge into a specific charge as regards any assets specified in the notice which the Bank shall consider to be in danger of being seized or sold under any form of distress or execution levied or threatened or to be otherwise in jeopardy and may appoint a receiver thereof.

(vii) The Company shall not, save with the prior written consent of the Bank, sell, transfer or otherwise dispose of the whole or any material part of its undertaking, property or assets or deal with its book or other debts or securities for money otherwise than in the ordinary course of getting in and realising the same, which expression shall not authorise the selling, factoring or discounting by the Company of its book debts or negotiable instruments held by it.

- (viii) The Company shall pay into its account with the Bank all monies which it may receive in respect of the book debts and other debts and the uncalled capital hereby charged by it and shall not, without the prior written consent of the Bank, purport to charge or assign the same in favour of any other person and shall, if called upon to do so by the Bank, execute a legal assignment of the same to the Bank.
- (ix) The Company shall not, without the prior consent in writing of the Bank, exercise any of the powers of leasing or agreeing to lease vested in, or conferred on, mortgagors by common law or by statute or create or suffer to be created a tenancy of any description of the whole or any part of any of the properties referred to in Clause 2 or confer upon any person any contractual licence, right or interest to occupy the whole or any part of the said property or accept or agree to accept a surrender of any lease, underlease, tenancy, licence or agreement.
- (x) The Company shall not, without the prior consent in writing of the Bank, reissue any debenture or debenture stock which may have been, or which may hereafter be, redeemed by the Company



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 18th March 1987  
and created by RIVERBRIDGE DEVELOPMENTS LTD

for securing all moneys now due, or hereafter to become due, or from time  
to time accruing due from the company to Standard Chartered Bank

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 21st March 1987

Given under my hand at the Companies Registration Office,  
Cardiff the 31 MAR 1987

No. 2044918

Certificate and Instrument received by

..... Post .....

Date ..... 21-4-87 .....

*[Signature]*  
R. M. Davies

an authorised officer