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\*Insert full name  
of company

## COMPANIES FORM No. 395

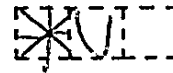
### Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

# 395

To the Registrar of Companies

For official use Company number



2388301

Name of company

\* FRESHLANE LIMITED

Date of creation of the charge

24<sup>th</sup> JUL 1990

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

DEBENTURE

Amount secured by the mortgage or charge

All monies and liabilities which shall for the time being (and whether on or at any time after demand or judgment) be due or owing from or incurred by Robert Fraser Ninetenth Development Company Limited and Freshlane Limited ("the Borrower" which expression includes each of them) to the Mortgagee whether actually or contingently and whether solely or jointly with any other or others in partnership or otherwise and whether as principal or surety on any account or in any other manner whatsoever

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

ROBERT FRASER & PARTNERS LIMITED of Fraser House,

29 Albemarle Street,

London

Postcode

W1X 3FA

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

BERWIN LEIGHTON  
ADELAIDE HOUSE  
LONDON BRIDGE  
LONDON EC4R 9HA

REF: RHAW/B.687/81

Time critical reference

For official use  
Mortgage section

REGISTERED

9 AUG 1990

Post room



9/8

Short particulars of all the property mortgaged or charged

1. By way of legal mortgage the property described in the Schedule below and all buildings and other structures now or from time to time thereon together with the benefit of all easements and other rights now or from time to time benefitting the same ("the Property").

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2. By way of fixed equitable charge all and any proceeds of sale or other disposal or realisation of the Property payable or receivable before at or after completion of any such sale or other disposal or realisation (including without limitation all deposits paid on such disposal or realisation whether or not the same are forfeited) and whether payable to or receivable by the Borrower or any agent or other person on its or their behalf or the Commissioners of Inland Revenue or any other authority body or person whatsoever and the benefit of any account set up at any time in the name or for the account of the Borrower into which the proceeds of any such sale or other disposal or realisation shall be deposited and all monies from time to time standing to the credit of any such account.

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Particulars as to commission allowance or discount (note 3)

Signed Bewh Date 27<sup>th</sup> July 1970

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 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.

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The Solicitors Law Stationery Society plc, Paulston House, 8 Shepherdess Walk, London N1 7LB

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Companies M395

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## Particulars of a mortgage or charge (continued)

Continuation sheet No. 1  
to Forms Nos 395 and 410 (Scot)

Company number

2388301

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Name of company

FRESHLANE LIMITED

Limited\*

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Inappropriate

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

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

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3. By way of first equitable charge the benefit of each and all of the personal covenants by the lessees or underlessees under each and all of the leases or underleases (as the case may be) subject to which the Property is held now or from time to time and each and all of the guarantees in respect of the obligations of lessees or underlessees under or pursuant to such leases or underleases in any such case whether given to the Borrower or any predecessor in title of any of them and the benefit of all rental deposits and other security given from time to time to secure the obligations of lessees or underlessees under or pursuant to such leases or underleases.

4. By way of fixed equitable charge the benefit of each and all of the following including (without limitation) all rights of enforcement of the same:-

- i) each and all of the contracts now or hereafter entered into by the Borrower with architects contractors quantity surveyors structural engineers and surveyors in respect of any development or refurbishment of or other works to the Mortgaged Property and each and all of the bonds or guarantees now or hereafter issued to or for the benefit of the Borrower in connection with all or any of such contracts
- ii) the copyright and rights in the nature of copyright vested in the Borrower from time to time in any plans specifications and negatives prepared for or in connection with any development or refurbishment of or other works to the Property
- iii) the implied licence of the Borrower in any such plans specifications and negatives the copyright of which is not vested in any of them
- iv) all guarantees warranties and representations given or made by and any rights or remedies against all or any of the manufacturers suppliers or installers of all plant machinery fixtures fittings and other items now or from time to time in the building or buildings erected or to be erected on the Property and any other person firm or company now or from time to time under contract with or under a duty to the Borrower
- v) all insurance policies in force from time to time in relation to the Property and all monies payable thereunder

5. By way of first specific equitable charge all book debts and other debts now and at any time in the future due or owing to the Borrower and all the proceeds of such debts together with all invoices statements and other original or copy documents now and from time to time held by or issued to it.

6. By way of first floating charge all the property assets and interest of the Company whatsoever and wheresoever both present and future including its goodwill and uncalled capital for the time being.

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## Particulars of a mortgage or charge (continued)

Continuation sheet No. 2  
to Forms Nos 395 and 410 (Scot)

Company number

2388301

Please complete  
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Name of company

FRESHLANE LIMITED

Limited\*

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inappropriate

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

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

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

THE SCHEDULE

Freehold land known as 532 Newmarket Road Cambridge registered  
at H.M. Land Registry with title absolute under title number CB  
2176

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Notes

1. The Debenture provides that the Company will not without the prior written consent of the Mortgagee assign or factor or agree to assign or factor all or any of the property and assets charged by the Debenture nor create or attempt or contract to create or suffer or permit to arise or subsist any mortgage charge pledge hypothecation lien or other security interest or encumbrance whatsoever over or in respect of all or any of the property and assets charged by the Debenture nor sell exchange convey assign lease transfer or otherwise deal with or dispose of or contract or purport to do any of such things or suffer to arise any set-off or other third party rights in relation to all or any of the property and assets charged by the Debenture (and not do so in relation to property and assets referred to only in paragraph 6 above otherwise than by way of a sale or other disposal in the ordinary course of its business)

2. As regards the book and other debts referred to in paragraph 5 above the Company covenants to pay the proceeds of getting in and realising such debts into an account of the Borrower with the Mortgagee or of the Mortgagee sub-designated ~~into~~<sup>as</sup> the Borrowers account at some other bank nominated for the purposes of the Debenture from time to time by the Mortgagee and not withdraw the credit balance on any such account or otherwise use the proceeds of such debts without the Mortgagee's written approval.

FILE COPY



**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 24th JULY 1990  
and created by FRESHLANE LIMITED

for securing all moneys now due, or hereafter to become due, or from time  
to time accruing due from THE COMPANY AND/OR ROBERT FRASER NINETEENTH  
DEVELOPMENT COMPANY LIMITED to ROBERT FRASER & PARTNERS LIMITED

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 9th AUGUST 1990

Given under my hand at the Companies Registration Office,  
Cardiff the 14th AUGUST 1990

No. 2388301

*P. Jones*  
P. JONES

an authorised officer

C.69a(Y4)

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