

# M

## COMPANIES FORM NO. 403a

### Declaration of satisfaction in full or in part of mortgage or charge

# 403a

Please do not  
write in  
this margin

Pursuant to section 403(1) of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

T T T T  
L L L L

3062726

Name of company

\* Rail Industry Quality Certification Limited

\*insert full name  
of company

I, PAUL DERRICK BREARLEY

of 8 ELMS AVENUE, LITTLEOVER, DERBY DE23 6EG

+Delete as appropriate

[a director][the secretary][the administrator][the administrative receiver]+ of the above company, do solemnly and sincerely declare that the debt for which the charge described below was given has been paid or satisfied in [full][part]+

‡Insert a description of  
the instrument(s)  
creating or evidencing  
the charge, eg  
'Mortgage', 'Charge',  
'Debenture' etc.

Date and Description of charge‡ 10/11/1995

Debenture

Date of Registration § 15/11/1995

Name and address of [chargee][trustee for the debenture holders] The Governor and Company of the Bank of Scotland

§The date of registration  
may be confirmed from  
the certificate

Short particulars of property chargedø F&F chgs over the U/T and all property and assets p&f

Inc goodwill bookdebts uncalled capital buildings fixtures fixed plant and machinery  
AS PER SCHEDULE

øInsert brief  
details of property

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declarant to sign below

Declared at 255 House LONDON ROAD  
DERBY  
The 24<sup>th</sup> day of APRIL  
Two thousand and Two  
Before me [Signature]

[Signature]

A Commissioner for Oaths or Notary Public or  
Justice of the Peace or Solicitor having the powers  
conferred on a Commissioner for Oaths

Presenter's name, address and  
Reference (if any):  
738569/C8/AD/DERB

For official use

Mortgage section

Post room



A08  
COMPANIES HOUSE

0186  
09/07/02

### SCHEDULE

1. All the undertaking, property and assets of the Company whatsoever and wheresoever, present and future, as specified in the attached Schedule, which also contains covenants by and restrictions on the Company which protect and further define the charges and must be read as one with the charges.
2. Please see attachment.

## **SCHEDULE OF CHARGES, COVENANTS AND RESTRICTIONS**

**contained in a Debenture in favour of Bank of Scotland dated 10th November, 1995**

### **Charges**

- 1 by way of legal mortgage all the freehold and leasehold property of the Company now vested in it whether or not the title thereto is registered at H.M. Land Registry together with all buildings and fixtures (including trade and tenant's fixtures) now and hereafter thereon and all plant and machinery now and hereafter annexed thereto for whatever purpose;
- 2 by way of fixed charge all freehold and leasehold property hereafter belonging to the Company together with all buildings and fixtures (including trade and tenant's fixtures) thereon and all plant and machinery annexed thereto for whatever purpose;
- 3 by way of fixed charge all interests not thereinbefore effectively charged now or hereafter belonging to the Company in or over land or the proceed of sale of land all licences now or hereafter held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become party or otherwise entitled and all trade and tenant's fixtures plant and machinery now and hereafter annexed for whatever purpose to all freehold and leasehold property and interest in which stands charged thereunder;
- 4 by way of fixed charge all the goodwill and uncalled capital for the time being of the Company;
- 5 by way of fixed charge all stocks shares and other securities now or hereafter owned (whether at law or in equity) by the Company and all rights and interests of the Company in and claims under all policies of insurance and assurance now or hereafter held by or insuring to the benefit of the Company;
- 6 by way of fixed charge all patents, trade marks, patent applications, brand names, copyrights, rights in the nature of copyright, registered designs and other intellectual property rights and agreements relating to the use by the Company of patents and trade marks to which the Company is now or may hereafter become entitled and all agreements under which the Company is now or may become entitled to the payment of any royalty fee or similar income;
- 7 by way of fixed charge all book and other debts of the Company whether now or hereafter existing and whether presently payable or hereafter falling due for payment and all rights and claims of the Company against third parties now or hereafter existing and capable of being satisfied by the payment of money (save as described in 5 above);
8. by way of floating charge all the undertaking, property and assets of the Company whatsoever and wheresoever present and future of the Company not thereinbefore effectively charged by way of fixed charge including (without limitation) any immovable property of the Company situate in Scotland and any assets falling within any of the types mentioned in 3 to 7 above inclusive situate in Scotland but so that the Company is not to be at liberty to create otherwise than in favour of the Bank any mortgage or fixed or floating charge or other security upon and so that no lien (other than a lien arising through operation of law in the ordinary course of business) shall in any case or in any manner arise on or affect any part of such assets either in priority to or pari passu with the floating charge thereby created

and further that the Company shall have no power without the consent of the Bank to part with or dispose of any part of such assets except by way of sale in the ordinary course of its business.

### **Conversion into fixed charge**

The Bank may from time to time by notice in writing to the Company convert the floating charge into a fixed charge as regards any assets thereby charged as specified in any such notice and such floating charge shall automatically be converted into a fixed charge:-

1. in respect of any assets which shall become subject to a fixed charge in favour of any other person or to a disposition otherwise than by way of sale in the ordinary course of the Company's business immediately upon such charge or disposition; and
2. in respect of all the assets thereby charged if and when the Company shall cease to carry on business or to be a going concern;

but so that this provision shall not apply to any assets situate in Scotland.

### **Restriction on charges and disposals**

The Company may not without the previous written consent of the Bank create or purport of attempt to create any mortgage charge or encumbrance on any freehold or leasehold property of the Company or any other asset subject to a fixed charge under the Debenture nor in any way dispose of the equity of redemption thereof or any interest therein.

### **Control of moneys received**

The Company must pay into the Company's account with the Bank or as the Bank may direct all moneys which it may receive in respect of any policies of insurance or assurance royalties or book or other debts or any other of the rights and claims charged to the Bank under 5, 6 and 7 above and until such payment hold all moneys so received upon trust for the Bank and may not without the prior written consent of the Bank charge factor discount or assign any of the said policies royalties debts rights or claims in favour of any other person or purport so to do.

### **Redemption or purchase of own shares**

The Company may not without the previous written consent of the Bank redeem or purchase any of its own shares or issue any redeemable shares.