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\*insert full name  
of company

## COMPANIES FORM No. 395 Particulars of a mortgage or charge

# 395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

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

3302752 3702753

Name of company

\* ORCHARDBROOK LIMITED (the "Company")

Date of creation of the charge

26 March 1997

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

A Mortgage Debenture (the "Mortgage Debenture") dated 26 March 1997 and made between the Company and National Westminster Bank Plc (the "Bank")

Amount secured by the mortgage or charge

See Schedule 1

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

National Westminster Bank Plc (the "Bank") 135 Bishopsgate, London EC2M 3UR

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

Clifford Chance  
200 Aldersgate Street  
London  
EC1A 4JJ

NKK\$01.395

Time critical reference

For official use  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged<sup>†</sup>

See Schedule 2

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Particulars as to commission allowance or discount (note 3)

None

Signed Jeffrey Chance

Date 9 April 1997

On behalf of [company] [mortgagee/chargee].<sup>†</sup>

<sup>†</sup> 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.

## **Schedule 1**

### **Amount Secured by the mortgage or charge**

The sum of One pound (£1) and all moneys obligations and liabilities (whether present or future actual or contingent) which may at the date of the Mortgage Debenture or at any time after the date of the Mortgage Debenture may be or become due owing or incurred by the Company to the Bank on any account or otherwise howsoever (whether solely or jointly with any other person and whether as principal or surety) together with interest and other bank charges so that interest shall be calculated and compounded in accordance with the practice of the Bank from time to time as well after as before any demand made or judgment obtained under the Mortgage Debenture.

## Schedule 2

### Short Particulars of all the property mortgaged or charged

The Company with full title guarantee and to the intent that the security created shall rank as a continuing security has charged with the payment or discharge of all moneys obligations and liabilities covenanted in the Mortgage Debenture to be paid or discharged (together with all costs and expenses howsoever incurred by the Bank in connection with the Mortgage Debenture on a full indemnity basis):

- (i) by way of legal mortgage any property referred to in the Schedule of the Mortgage Debenture (Schedule blank) (the legally mortgaged property) and the proceeds of sale thereof
- (ii) by way of specific equitable charge all estates or interests in any freehold and leasehold property (except the legally mortgaged property) at the date of the Mortgage Debenture and at any time during the continuance of the security created thereby belonging to or charged to the Company (the equitably charged property) and the proceeds of sale thereof
- (iii) by way of specific charge all plant machinery vehicles computers and office and other equipment both present and future (excluding all stock in trade) and the full benefit of all warranties and maintenance contracts for any of the same
- (iv) by way of specific charge all stocks shares and other securities Mortgage Debenture and at any time during the continuance of the security created thereby belonging to the Company either in or issued by any of its subsidiary companies or any other company and all dividends and other rights in relation thereto
- (v) by way of specific charge all book debts and other debts (including without limitation rents) Mortgage Debenture and from time to time or owing to the Company
- (vi) by way of specific charge its goodwill and the benefit of any licences and all patents patent applications inventions trade-marks trade names registered designs copyrights know-how and any other intellectual property rights
- (vii) by way of floating security its undertaking and all its property assets and rights whatsoever and wheresoever present and/or future including those for the time being charged by way of specific charge pursuant to the foregoing paragraphs if and to the extent that such charges as

aforesaid shall fail as specific charges but without prejudice to any such specific charges as shall continue to be effective.

Provided that no mortgage or charge shall be created or taken over any loans or mortgages purchased or held pursuant to, or other rights the Company has in, the Sale and Purchase Agreement (made between The Housing Corporation, Housing for Wales and the Company and dated 5 March 1997) which shall be expressly excluded from this Mortgage Debenture.

Provided

Rider 1

purchased  
or sold pursuant  
to ,

~~Except~~ that no mortgage or charge shall be created or taken over any loans or mortgages or other rights the Company has in the Sale and Purchase Agreement (made between The Housing Corporation, Housing for Wales and the Company and dated 5 March 1997) which shall be expressly excluded from this Mortgage Debenture.

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## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

COMPANY No. 03302753

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE DATED THE 26th MARCH 1997 AND CREATED BY ORCHARDBROOK LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NATIONAL WESTMINSTER BANK PLC ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 10th APRIL 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th APRIL 1997.

for the Registrar of Companies



C O M P A N I E S   H O U S E

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