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CHFP004

COMPANIES FORM NO. 395

Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.



395

012076/30

Please do not
write in
this margin

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

*Insert full name
of Company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

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Company number

04456538

Name of company

*ROPE WALK ESTATES LIMITED

Date of creation of the charge

18 day of February 2004

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

Debenture (creating fixed and floating charges)

Amount secured by the mortgage or charge

All moneys and liabilities (actual and contingent) for the time being due and owing or incurred by the Company to The Royal Bank of Scotland Plc ("RBS") on any account and in any manner whatsoever

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

The Royal Bank of Scotland plc

36 St Andrew Square

Edinburgh

Postcode

EH2 2YB

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

Freethcartwright LLP
Cumberland Court
80 Mount Street
Nottingham NG1 6HH
(Ref: MKG/1041/65207/62/KLR)

Time critical reference

For official Use
Mortgage Section

Post room



A01
COMPANIES HOUSE

0255
20/02/04

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

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legibly, preferably
in black type, or
bold block lettering*

SCHEDULE OF CHARGES, COVENANTS AND RESTRICTIONS

contained in a Debenture in favour of The Royal Bank of Scotland dated 18 February 2004

Charges

1. **By way of legal mortgage** all the freehold and leasehold property now vested in or charged to the Company including any Registered Land namely land and buildings on the north east side of Mumby Road, Gosport, Hampshire which are registered at H M Land Registry under Title Number HP637767 (as defined in the Debenture)
2. **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 by Clause 1 above
3. **By way of fixed charge** all the plant machinery and fixtures and fittings of the Company present and future
4. **By way of fixed charge** all fixtures and fittings from time to time attached to any freehold and leasehold property of the Company
5. **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
6. **By way of fixed charge** all rents receivable from any lease granted out of any freehold and leasehold property of the Company
7. **By way of fixed charge** all the goodwill and uncalled capital of the Company present and future
8. **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 the same
9. **By way of fixed charge** all stocks and shares and other securities of the Company present and future (except those charges by clause 8 above) and all income and rights derived from or attaching to the same
10. **By way of fixed charge** all intellectual property rights choses in action and claims of the Company present and future and the proceeds of any insurance from time to time affecting the Property
11. **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 or any third party
12. **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

13. 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

14. 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

Conversion into fixed charge

The Royal Bank of Scotland may at any time by notice in writing to the Company immediately convert the floating charge contained in sub-clause 1.14 of the Debenture into a fixed charge over any of the Property specified in any such notice.

Restriction on charges and disposals

The Company will not without the previous written consent of The Royal Bank of Scotland:

1. create or attempt to create or permit to subsist any mortgage, charge or lien on any of the Property; or
2. dispose of any of the Property charged by clauses 1 to 13 inclusive above; or
3. dispose of any of the Property subject to the floating charge other than in the ordinary course of business; or
4. grant or accept a surrender of any lease or licence or part with or share possession or occupation of its freehold or leasehold property or any part of it.

Control of moneys received

The Company will pay into the Company's account with The Royal Bank of Scotland (or as The Royal Bank of Scotland may direct) all moneys which it receives in respect of any book or other debts and will not without the prior written consent of The Royal Bank of Scotland realise its book debts and other debts by means of block discounting factoring or the like.

Definitions:

"Property" shall mean the whole and any part of the property and assets of the Company charged under the Debenture.

Particulars as to commission allowance or discount (note 3)

NIL

For The Royal Bank of Scotland plc

Signed

Date

19th February
2004

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

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Notes

†delete as appropriate

- 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.
- 5 Cheques and postal orders are to be made payable to **Companies House**
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ, DX: 33050 Cardiff

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04456538

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 18th FEBRUARY 2004 AND CREATED BY ROPE WALK ESTATES LTD FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF SCOTLAND plc ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 20th FEBRUARY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th FEBRUARY 2004.

*PO
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Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES