

# M

CHFP041

## COMPANIES FORM No. 395

## Particulars of a mortgage or charge

# 395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

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 Company number

b 4884438

Name of company

\* Riverside Court Properties (Boston) Limited (the Company)

Date of creation of the charge

26 July 2006

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

05 Debenture (the Charge)

Amount secured by the mortgage or charge

04 See Paper Apart for definition of the Company's Obligations.

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

R The Royal Bank of Scotland plc, 36 St Andrews Square, Edinburgh

(the Bank)

Postcode EH2 2YB

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

Dundas & Wilson CS LLP  
Saltire Court  
20 Castle Terrace  
Edinburgh EH1 2EN

Time critical reference

LJF/KAY/IG/RBS001.1766

For official use (06/2005)

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

Please refer to Paper Apart 2.

Please do not  
write in  
this margin

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

T. (PROP)  
C. 1.

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

Particulars as to commission allowance or discount (note 3)

None

Signed Amanda R. M. for and on behalf of Dundas & Wilson CCLP Date 2/8/06

On behalf of [company] [mortgagee/chargee]

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. A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. 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.

**This is Paper Apart 1 referred to in the foregoing Form 395 in respect of a Debenture dated 26 July 2006 granted by Riverside Court Properties (Boston) Limited in favour of The Royal Bank of Scotland plc.**

In Paper Apart 1 and 2 the following shall apply:-

**Company's Obligations** means all the Company's liabilities to the Bank of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Bank's charges and commission Interest and Expenses.

**Expenses** means all expenses (on a full indemnity basis) incurred by the Bank or any Receiver at any time in connection with the Property the Charged Assets the Goodwill or the Company's Obligations or in taking or perfecting the Charge or in preserving defending or enforcing the security created by the Charge or in exercising any power under the Charge or otherwise with Interest from the date they are incurred.

**Goodwill** means the present and future goodwill of any business carried on at the Property by or on behalf of the Company.

**Interest** means interest at the rate(s) charged to the Company by the Bank from time to time.

**Property** means the whole and any part of the undertaking property and assets of the Company charged by Clause 1 (see Paper Apart 2).

**Registered Land** means the property at 10/12 and 13 London Road, Boston, registered at HM Land Registry under Title Numbers LL172333, LL186863 and LL186856.

**This is Paper Apart 2 referred to in the foregoing Form 395 in respect of a Debenture dated 26 July 2006 granted by Riverside Court Properties (Boston) Limited in favour of The Royal Bank of Scotland plc.**

1. By way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company including any Registered Land.
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 1.1 of the Charge.
3. By way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Company.
4. By way of fixed charge all the plant and machinery vehicles and computer equipment of the Company present and future not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts.
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 shares and other securities of the Company present and future (except those charged by Clause 1.8 of the Charge) 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 licences and claims of the Company present and future and the insurance policies and proceeds of any insurance from time to time affecting the Property. " Intellectual Property Rights" include (without limitation) all rights in patents inventions copyrights design rights trademarks service marks database rights confidential information know-how domain names and business names.
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 Charge.
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 Charge, provided that the Bank may without prejudice to this deed permit the Company to make withdrawals from time to time.

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 the Charge.

See Paper Apart 1 for definitions.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04884438

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 26th JULY 2006 AND CREATED BY RIVERSIDE COURT PROPERTIES (BOSTON) LIMITED 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 2nd AUGUST 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th AUGUST 2006.

*Handwritten signature*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —