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## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

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

Pursuant to section 395 of the Companies Act 1985

001304/10.

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

For official use

Company number

Name of company

\* RAVEN PROPERTY INVESTMENTS LIMITED

Date of creation of the charge

24 MARCH 2004

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

Debenture

Amount secured by the mortgage or charge

All liabilities of the Borrower owed or expressed to be owed to under or in connection with any Security Document

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

The Raven Property Group Plc, First Floor, 21 Knightsbridge, London

Postcode SW1X 7LY

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

Stephoe & Johnson  
14/18 Gresham Street  
London EC2V 7JE

SK/80317.0179/283315v2

Time critical reference

For official Use  
Mortgage Section

Post room



A05  
COMPANIES HOUSE

0544  
02/04/04

CHFP025

Please do not write in this margin

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

\*insert full name of Company

Short particulars of all the property mortgaged or charged

Please see attached.

Please do not  
write in  
this margin

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

Particulars as to commission allowance or discount (note 3)

Signed

*Stephen Toliver*

Date

*1/4/2004*

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

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

† 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.
- 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 CF14 3UZ

## CONTINUATION FORM TO FORM M395

Company Number : 02688117

**Name of Company :** Raven Property Investments Limited

Short particulars of all the property mortgaged or charged

### 3 Fixed Security

3.1 As continuing security for the payment of the Secured Liabilities the Borrower with full title guarantee:

- 95.
- (a) charges to the Lender by way of first legal mortgage all rights of the Borrower in any freehold and leasehold property owned by the Borrower at the date of this deed including the Freehold property known as The Bram Stoker, 148 Old Brompton Road, London SW5 0BE as the same is registered at HM Land Registry under title number BGL8569;
  - (b) charges to the Lender by way of equitable mortgage its interest in any freehold and leasehold property acquired by the Borrower after the date of this deed;
  - (c) charges to the Lender by way of first fixed charge its interest in:
    - (i) all existing and future fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property;
    - (ii) any Investment;
    - (iii) its existing and future goodwill and uncalled capital from time to time and all rights to future calls in respect of capital;
    - (iv) all existing and future cash at bank;
    - (v) any Intellectual Property;
    - (vi) any credit balance on any bank account, including without limitation any Designated Account, and the indebtedness represented by those accounts;
    - (vii) to the extent not otherwise subject to any fixed security in favour of the Lender:
      - (A) any existing and future proceeds of any insurance of any Charged Property; and
      - (B) any sum now or at any time after the date of this deed received by the Borrower as a result of any order of the court under sections 213, 214, 238, 239 or 244 of the Insolvency Act 1986;

- (d) assigns to the Lender by way of fixed charge its interest in and the benefit of any agreements and other documents (if any) from time to time relating to all or any part of the Charged Property and the benefit of any guarantee or security for the performance of any of such agreements or other documents provided that if any such agreement, other document, guarantee or security is expressed to be non-assignable then the Borrower charges to the Lender by way of fixed charge its interest in and the benefit of it;
- (e) charges its interest in the Debts to the Lender by way of first fixed charge; and
- (f) charges to the Lender by way of first fixed charge, all other existing and future property of the Borrower not charged or assigned by the previous paragraphs of this clause (other than the Borrower's stock in trade and work in progress).

#### **4 Floating Security**

##### **4.1 Creation**

As continuing security for the payment of the Secured Liabilities the Borrower with full title guarantee charges to the Lender by way of first floating charge the whole of its existing and future undertaking and property to the extent not otherwise at any time subject to any fixed charge in favour of the Lender.

##### **4.2 Conversion**

The Lender may at any time by written notice to the Borrower convert the floating charge created under clause 4.1 into a fixed charge as regards any property specified in the notice if:

- (a) an Enforcement Event has occurred; or
- (b) in the opinion of the Lender such property is at risk of becoming subject to any Encumbrance (other than in favour of the Lender) or is otherwise at risk of ceasing to be within the ownership or control of the Borrower.

4.3 Paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to the floating charge created under clause 4.1 and the Lender shall have the power to appoint an administrator or an administrative receiver in respect of the Borrower and/or the Borrower's undertaking and property.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02688117

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 24th MARCH 2004 AND CREATED BY RAVEN PROPERTY INVESTMENTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE RAVEN PROPERTY GROUP PLC WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 2nd APRIL 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th APRIL 2004.

*P. Angela*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES