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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.

CHFP025

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

001064/10

01413

02688117

Name of company

* RAVEN PROPERTY INVESTMENTS LIMITED

Date of creation of the charge

15 JANUARY 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 Company owed or expressed to be owed to the Mortgagee

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

RAVEN PROPERTY GROUP PLC
FIRST FLOOR
21 KNIGHTSBRIDGE
LONDON

Postcode SW1X 7LY

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

Stephoe & Johnson
14/18 Gresham Street
EC2V 7JE

For official Use
Mortgage Section

Post room



A34
COMPANIES HOUSE

0220
16/01/04

Time critical reference

Please see attached sheet.

Please do not
write in
this margin

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

6

Particulars as to commission allowance or discount (note 3)

Signed Stephane + Jhane

Date 15 January 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)

† 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

Short Particulars of all the Property Mortgaged or Charged

1. Fixed Security

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

- (a) charges to the Lender by way of first legal mortgage all rights of the Borrower in the freehold and leasehold property owned by the Borrower at the date of this deed including any property details of which are set out in the schedule;
- (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).

2 Floating Security

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.

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 15th JANUARY 2004 AND CREATED BY RAVEN PROPERTY INVESTMENTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO RAVEN PROPERTY GROUP PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 16th JANUARY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st JANUARY 2004.

R



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —