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COMPANIES FORM No. 395

012836/30

## Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

# 395

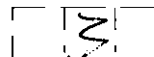
Please complete  
legibly, preferably  
in black type or  
bold block  
lettering

\* Insert full name  
of company

To the Registrar of Companies

For official use Company number

Name of company



2783810

\* PROWESS LIMITED

Date of creation of the charge

9TH MAY 2003

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

LEGAL CHARGE

Amount secured by the mortgage or charge

All sums of money owed and all facilities or obligations to be carried out to the Bank of Scotland at any time and from time to time by Prowess Limited whether:

- (i) they arise before or after the Bank of Scotland has demanded they be repaid or carried out;
  - (ii) they are owed or to be carried out immediately or only after a stated event has occurred;
  - (iii) Prowess Limited owes or is to carry them out on its own or jointly with any other persons;
  - (iv) Prowess Limited owes or is to carry them out on its own account or as a guarantor for other persons;
- together with interest upon them and expenses relating to them

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

The Governor & Company of the Bank of Scotland, Specialist Property Finance, Telford House, 3 Mid New Cultins, Edinburgh

Postcode

EH11 4DH

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

Underwood & Co  
40 Welbeck Street  
London W1M 8LN  
DX 9074 West End

MSS/6/2160

Time critical reference

For official use  
Mortgage section

Post room



A35  
COMPANIES HOUSE

0600  
14/05/03

Short particulars of all the property mortgaged or charged

Please do not  
write in  
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See attached

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

Particulars as to commission allowance or discount (note 3)

Signed Underwood & Co

Date 12th May 2003

On behalf of ~~[company]~~ [mortgagee/chargee]\*

\* 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.

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## PARTICULARS OF MORTGAGE OR CHARGE

Name of Company: Prowess Limited

Number of Company: 2783810

### SCHEDULE OF CHARGES, COVENANTS AND RESTRICTIONS

Contained in a Legal Mortgage in favour of Bank of Scotland dated 9<sup>th</sup> May 2003

#### Charges

1. by way of legal mortgage over all that freehold property known as Alpine Lodge Land of Nod Grayshott Road Headley Down Hampshire GU35 8SJ ("the Property") and registered at H.M. Land Registry under title number SH12332.
2. by way of fixed charge over all buildings and other structures on, and items fixed to, the Property;
3. by way of fixed legal charge over any goodwill relating to the Property;
4. by way of fixed charge over all plant, machinery and other chattels attached to the Property on or at any time after the date of this Legal Mortgage;
5. by way of floating charge over all unattached plant, machinery, chattels and goods now or at any time after the date of this Legal Mortgage on or in or used in connection with the Property;
6. by way of legal assignment the Rental Sums together with the benefit of all rights and remedies of the Company;
7. by way of fixed charge the proceeds of any claim made under any insurance policy relating to any of the property charged under the Charge.

#### Restrictions on charges and disposals

1. The Company may not without the prior written consent of the Bank create or attempt to create or allow to be created or to exist (whether by a specific agreement imposed by rule of law or Act or Parliament) any charge or lien of any kind over the Property.
2. The Company may not without the prior written consent of the Bank or anyone else who is the proprietor of this Mortgage sell, transfer, lease or otherwise dispose of all or any part of the Property, whether at law or in equity.

**WARNING THIS DOCUMENT IMPOSES LEGAL OBLIGATIONS AND YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING IT.**

This Charge is to be used where the Borrower(s) whose debits are to be secured is exactly the same as the legal owner(s) of the Property.

**This Legal Charge** is made

9<sup>th</sup>

day of

May 2003

**BETWEEN**

- (1) The Borrower: as described in the Schedule below
- (2) The Bank: THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND

**IT IS AGREED IN THIS DEED as follows:**

1. IN this Charge the following words have the meanings set out below:-  
"Conditions" means the Bank's Commercial Charge Conditions (1995 Edition) (filed at H.M. Land Registry under reference MD308F/01);  
"Debt" and "Rental Sums" have the same meanings as in the Conditions;  
"Property" means the property described in the Schedule below and the other assets charged under Clause 3 of this Charge.
2. THE Borrower agrees to pay the Bank the Debt when the Bank demands in writing.
3. THE Borrower with the full title guarantee charges as security for the Debt:
  - 3.1 by way of legal mortgage the Property;
  - 3.2 by way of fixed charge all buildings and other structures on, and items fixed to, the Property;
  - 3.3 by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property;
  - 3.4 by way of fixed charge all plant, machinery and other items affixed to and forming part of the Property on or at any time after the date of this Charge;
  - 3.5 by way of assignment the Rental Sums together with the benefit of all rights and remedies of the Borrower relating to them to hold to the Bank absolutely subject to redemption upon repayment of the Debt;
  - 3.6 by way of fixed charge the proceeds of any claim made under any insurance policy relating to any of the property charged under this Charge; and
  - 3.7 if the Borrower is a company (which shall include an industrial and provident society registered under the Industrial and Provident Society Acts) by way of floating charge all unattached plant, machinery, chattels and goods now or at any time after the date of this Charge on or in or used in connection with the Property or the business or undertaking conducted at the Property.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02783810

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 9th MAY 2003 AND CREATED BY PROWESS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 14th MAY 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th MAY 2003.

A handwritten signature in black ink, appearing to be 'D. J. G.' or similar.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES