

**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

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

For official use

Company number

[ ] [ ] [ ] [ ] [ ] [ ]

3938395

Name of company

\* NPI (Roddiss House) Limited ("the Company")

Date of creation of the charge

29 November 2002

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

Debenture ("the Deed")

Amount secured by the mortgage or charge

All indebtedness, monies, obligations and liabilities of each and every company constituting the Borrower whatsoever, in whatever currency denominated, whether actual or contingent, present or future, which as at 29 November 2002, or may thereafter be due, owing or incurred howsoever and whether alone or jointly and whether as principal or surety ("Secured Obligations")

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

The Royal Bank of Scotland plc ("the Bank")  
36 St Andrew Square  
Edinburgh

Postcode EH2 2YB

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

DLA  
3 Noble Street  
London EC2V 7EE  
DX 33866 Finsbury Square  
RoyalBank/395/roddiss  
LJB/Banking/68860/120009

Time critical reference

For official Use  
Mortgage Section

Post room



A48  
COMPANIES HOUSE

0898  
11/12/02

**M**

CHFP025

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

\*insert full name  
of Company

As payment and discharge of the Secured Obligations

1. The Company charged with full title guarantee in favour of the Bank, by way of first legal mortgage:
  - 1.1 the property set out in Schedule 1 ; and,
  - 1.2 the Shares and all its other present and future shares for the time being.
2. the Company assigned and agreed to assign absolutely with full title guarantee to the Bank, the benefit of all of its right, title and interest to, in and under all present and future:
  - 2.1 agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by or given to the Company in respect of the Real Property;

continued on continuation sheet 1, page 4


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legibly, preferably  
in black type, or  
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Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date 9 December 2002

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 CF4 3UZ

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# Particulars of a mortgage or charge (continued)

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

CHFP025

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

Company Number

3938395

Name of Company

NPI (Roddiss House) Limited ("the Company")

~~limited~~\*

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

## NOTE:

In this form:-

"Borrower" means Vinehall Estates Limited, Downham Limited and Valeberry Limited.

"Charged Assets" means the assets and undertaking of the Company from time to time charged or assigned by way of fixed and floating security to which the Company is a party as security for the payment or discharge of all or any of the Secured Obligations.

"Event of Default" means any of the events more specifically defined in Clause 18 of the Agreement dated 29 November 2002 made between The Bank (1) Vinehall Estates Limited, Downham Limited and Valeberry Limited (2) and NPI (Roddish House) Limited and NPI Peascode Limited (3).

"Real Property" means, the Property and any present or future freehold or leasehold property in which the Company has an interest. The fixed security from time to time constituted under the Deed does not extend to any asset situated outside England and Wales to the extent that and for so long as any such fixed security would be unlawful under the laws of the jurisdiction in which such asset is situated.

"Rental Income" means the rental income received or receivable in any quarter from the date of assessment thereof and arising in relation to the Property provided that in calculating the amount of such monies received or receivable, there shall be deducted:-

- (a) any monies expended or reasonably expected to be expended on general rates and/or providing services required to be provided for the Property unless reimbursed by the tenant;
- (b) any Value Added Tax received or receivable (if applicable) by the Company in respect of that quarter;
- (c) any rent or other payments made or required to be made to any superior landlord;
- (d) such further deduction as the Bank may reasonably require having regard to the actual or prospective effect on the total amount of such monies receivable of any current or foreseeable dispute as between landlord and/or tenant and/or any third party, any actual or imminent insolvency of any tenant or other occupier, any non-payment or persistent late payment of any rent or other monies due by any tenant or other occupier from time to time, and such other matters which, at the time of making of such calculation shall have come to the Bank's attention, provided always that the Bank shall in each case have regard to the view of its valuer as to the extent to which such deduction should be made; and
- (e) any income in respect of leases of less than 2 years and/or leases that have less than 2 years to the end of their term.

"Rental Income Account" means the account to be opened in name of the Company with the Bank into which all Rental Income shall be paid.

"Shares" means any stock, share debenture or other security listed in schedule 2.

## SCHEDULE 1

The freehold property known as Roddis House, Old Christchurch Road, Bournemouth as the same is registered at HM Land Registry under title number DT298159 and the leasehold property known as Roddis House, Old Christchurch Road, Bournemouth as the same is registered at HM Land Registry under title number DT298157 ("the Property").

## SCHEDULE 2

None

Please complete  
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

- 2.2 licences in relation to the Real Property;
- 2.3 Rental Income and the right to make demand for and receive the same;
- 2.4 insurance policies in relation to the Real Property and all proceeds paid or payable thereunder;
- 2.5 Rental Income Account and the debts represented thereby; and
- 2.6 interest rate hedging instruments relating to the Secured Obligations or any part thereof and all proceeds paid or payable thereunder.

3. the Company charged with full title guarantee in favour of the Bank, by way of first fixed charge, all present and future:

- 3.1 rights, title and interests in, to and under the Real Property;
- 3.2 rights, title and interests in all plant and machinery vehicles and computer equipment as at 29 November 2002 or at any time thereafter vested in or held by or on behalf of the Company;
- 3.3 monies standing to the credit of each of their present and future accounts with any bank, building society, financial institution or other person and the debts represented thereby;
- 3.4 goodwill;
- 3.5 rights and claims in relation to the uncalled share capital of the Company;
- 3.6 rights to recover any VAT on any supplies made to them relating to the Charged Assets and any sums so recovered;
- 3.7 book and other debts and monetary claims due or owing to the Company and all rights relating to such debts including all guarantees, security or other remedies for or attaching to such debts;
- 3.8 rights in respect of the proceeds of any order of the court made pursuant to sections 238(3), 239(3) or 244 of the Insolvency Act 1986;
- 3.9 Shares; and
- 3.10 assets which are specified in clause 2 above.

4. The Company with full title guarantee charged in favour of the Bank, by way of first floating charge all present and future assets and undertaking of the Company other than those assets validly and effectively charged by clauses 1-3 above, both under the laws of England and Wales and also the jurisdiction in which each such asset is situated, by way of fixed security granted in favour of the Bank, in each case as security for the Secured Obligations.

The Bank may at any times, while an Event of Default is continuing, by notice to the Company, convert the floating charge constituted under clause 4 above with immediate effect into a fixed charge as regards any asset the subject of such floating charge or such asset as specified in the notice.

The security from time to time constituted by this Deed is a continuing security and will remain in full force and effect as a continuing security until released or discharged by the Bank.

No part of the security from time to time constituted by this Deed will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

Note:-

The Company shall not without the prior written consent of the Bank:

- 4.1 Create or permit to arise any mortgage, charge or lien on the Charged Assets or the Real Property;
- 4.2 Sell or dispose of or permit any sale or disposal of the Charged Assets or the Real Property;
- 4.3 Dispose of the property charged by clause 4 above other than in the ordinary course of business;
- 4.4 Grant or accept a surrender of any Lease or part with or share possession or occupation of the Real Property or any part thereof;
- 4.5 Sell, assign, charge, factor or discount or in any other manner deal with all present and future book debts and other debts, royalties, fees and monetary claims recoverable or receivable by, or due or owing to the Company.

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03938395

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 29th NOVEMBER 2002 AND CREATED BY NPI (RODDIS HOUSE) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OF THE OTHER COMPANIES NAMED THEREIN 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 11th DECEMBER 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th DECEMBER 2002.

DT AE



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES