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COMPANIES FORM No. 395

082153 / 52

395

Particulars of a mortgage or charge

CHFP021

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

Pursuant to section 395 of the Companies Act 1985

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

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

For official use

Company number

1		
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04958934

Name of company

* insert full name of Company

* RAVEN MOUNT PLC (the "Owner")

Date of creation of the charge

29 AUGUST 2008

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

DEBENTURE (the "Debenture")

Amount secured by the mortgage or charge

SEE PAPER APART 1

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

NATIONAL WESTMINSTER BANK PLC WHOSE REGISTERED OFFICE IS AT 135

BISHOPSGATE, LONDON, EC2M 3UR (the "Bank")

Postcode

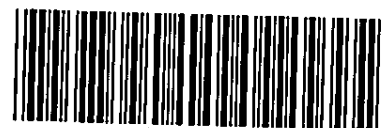
Presenter's name address and reference (if any)

BRODIES LLP
DX GW 11
GLASGOW 1
0141 248 4672
PRK KZB ROY55 172

For official Use (02/06)
Mortgage Section

Post mark

TUESDAY



AMLQ92SA

A04

02/09/2008

101

COMPANIES HOUSE

Time critical reference

SEE PAPER APART 2

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

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

Signed **BRODIES LLP**

Date **01/09/08**

On behalf of ~~XXXXXX~~ [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.
- 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 CF14 3UZ**.

PAPER APART FORM 395 – DEBENTURE

RAVEN MOUNT PLC (04958934)

PAPER APART 1 - Amount secured by the mortgage or charge

The Owner will pay to the Bank on demand all its Obligations. The Owner's **Obligations** are all the Owner's liabilities to the Bank (present, future, actual, contingent and whether incurred alone or jointly with another) and include Interest and Expenses

PAPER APART 2 - Short particulars of all the property mortgaged or charged

The Owner, as a continuing security for its Obligations and with full title guarantee, gives to the Bank

- 1 1 a fixed charge over the following property of the Owner, whether owned now or in the future -
 - 1 1 1 all Land vested in or charged to the owner
 - 1 1 2 all fixtures and fittings attached to any Land,
 - 1 1 3 all plant and machinery including any associated warranties and maintenance contracts,
 - 1 1 4 all rents receivable from any lease granted out of any Land,
 - 1 1 5 all the goodwill of the Owner's business,
 - 1 1 6 any uncalled capital,
 - 1 1 7 all stock, shares and other securities held by the Owner at any time in any Subsidiary and all income and rights relating to those stocks, shares and securities
 - 1 1 8 all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights,
 - 1 1 9 the benefit of any hedging arrangements, futures transactions or treasury instruments,
- 1 2 a floating charge over all the other property, assets and rights of the Owner owned now or in the future, which are not subject to a fixed charge under the debenture or any other security held by the Bank
- 2 The Debenture contains covenants by the Owner that the Owner will not, without the consent of the Bank -
 - (a) permit or create any mortgage, charge or lien on the Property,

- (b) dispose of the Property charged by clause 2.1 of the Debenture (as set out in paragraph 1.1 of this Paper Apart),
- (c) dispose of the Property charged by clause 2.2 of the Debenture, (as set out in paragraph 1.2 of this Paper Apart) other than in the ordinary course of business,
- (d) call on, or accept payment of, any uncalled capital,
- (e) deal with its book and other debts, except by collecting them in the ordinary course of its business. In particular, the Owner will not realise its book and other debts by means of invoice discounting or factoring arrangements,
- (f) grant or accept a surrender of, any lease or licence of any of its Land or consent to any assignment or sub letting by a tenant,
- (g) part with or share possession or occupation of any of its Land

3 Appointment of Receiver or Administrator

- 3.1 The Bank may appoint or remove a receiver or receivers of the Property, or appoint an administrator of the Owner
- 3.2 Any receiver will be the Owner's agent and the Owner (and not the Bank) will be responsible for the acts, defaults and remuneration of the receiver. The Bank may fix and pay the receiver's fees and expenses for the Owner

DEFINITIONS

In this Form 395, the following terms shall have the meanings set out below

Control means the ability to appoint or remove directors or exercise the majority of voting rights, alone or with the agreement of others

Expenses means the expenses which the Bank or a receiver incurs at any time (on a full indemnity basis and with Interest from the date they are incurred) in connection with

- (a) the Property charged by clause 2 of the Debenture (as set out in paragraph 1 of this Paper Apart) (references to Property include any part of it)
- (b) taking, perfecting, preserving, defending or enforcing the security created by the Debenture or in exercising any power under the Debenture or otherwise

Interest means interest at the rate charged by the Bank, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, monthly on the days selected by the Bank

Land means any interest in freehold or leasehold land

Property means the property charged by clause 2 of the Debenture (as set out in paragraph 1 of this Paper Apart)

Subsidiary is an entity controlled, directly or indirectly, by the Owner or by a Subsidiary of the Owner



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 4958934
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 29 AUGUST
2008 AND CREATED BY RAVEN MOUNT PLC FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO NATIONAL WESTMINSTER BANK PLC ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 2 SEPTEMBER
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 SEPTEMBER
2008



Companies House
— for the record —

DXJ



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES