

M

Particulars of a mortgage or charge

395

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

15

5936232

Name of company

\* ILIAD (ROTHERAM) LIMITED ("COMPANY")

Date of creation of the charge

18 SEPTEMBER 2007

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

SECURITY ASSIGNMENT ("SECURITY ASSIGNMENT")

Amount secured by the mortgage or charge

(a) all indebtedness, liabilities and obligations which may at any time be due, owing or incurred in any manner whatsoever to the Bank by the Company whether pursuant to the Agreement or otherwise and whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety and in whatever currency denominated and including interest, commission and other lawful and reasonable charges or expenses which the Bank may in the course of its business charge in respect of any facilities or accommodation or service provided by the Bank or for keeping the Company's account, and

(b) on a full indemnity basis full costs and expenses incurred by the Bank in relation to the Security Assignment (including, for the avoidance of doubt, all costs and expenses incurred by the Bank in relation to the preparation and registration of the Security Assignment and all costs and expenses incurred by the Bank in relation to the protection and enforcement of its rights thereunder) ("Secured Obligations")

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

HSBC Bank plc of Manchester Corporate Banking Centre, 2nd floor, P O Box 360, 100 King Street, Manchester (the "Bank")

Postcode M60 2HD

Presentor's name address and  
reference (if any)

DWF Solicitors  
5 Castle Street  
Liverpool  
L2 4XE

JCS/ERC/17760/16

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

WEDNESDAY



\*A84LXTA7\*

A23

26/09/2007

263

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Under clause 3.1 of the Security Assignment, by way of security, the Company assigned and agreed to assign to the Bank with full title guarantee all of its rights, title and interest present and future, in and to all the right, title, benefit and interest of the Company whatsoever whether present or future, proprietary, contractual or otherwise, arising out of or in, to or under each of the Contracts including (but without prejudice to the +95 generality of the foregoing) all claims for damages or other remedies in respect of any breach of any of the Contracts, all monies whatsoever which may at any time and from time to time be or become due or owing to the Company under or arising out of the Contracts, or in connection with the rights of the Company evidenced thereby and all rights and remedies for enforcing each and everyone of the Contracts, in the name of the Company or otherwise and all present and future right, title, benefit and interest in all guarantees, warranties, indemnities, mortgages, charges and security of whatsoever nature at any time and from time to time held by the Company in respect of all or any of the foregoing and all monies from time to time becoming due or owing thereunder or in connection therewith together with all rights and remedies for enforcing any such guarantees, warranties, indemnities, mortgages, charges and other security (or any of them in the name of the Company or otherwise

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)

Nil

Signed

Date

25/9/2007

On behalf of ~~XXXXXXXX~~ [mortgagee/chargee] †

A fee 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

Company number

5936232

Name of company

\*insert full name  
of Company

\* ILIAD (ROTHERHAM) LIMITED

Addendum 1/4

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

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

Addendum 3/4

3 Names, addresses and description of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)  
("Assigned Property")

Under clause 5 1 (g) of the Security Assignment, the Company represents, warrants and undertakes to the Bank that it will not create, attempt to create or permit to arise or subsist any Encumbrance (other than a Permitted Encumbrance) on or over the Assigned Property or assign or purport to assign the same in favour of any person

Under clause 5 3 of the Security Assignment the Company covenants that it will not

(a) assign or in any way dispose of the Assigned Property or any part thereof or assign or otherwise dispose of any monies payable to the Company in relation to the Assigned Property or agree to do any of the foregoing,

(b) do or cause to be done or, knowingly permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value of the Assigned Property

Under clause 5 4 (e) of the Security Assignment the Company covenants with the Bank that it will not agree to any material variation of any Contract or release any other parties to such agreements from any of their respective obligations thereunder and shall enforce the same in accordance with their terms

Under Clause 7 1 of the Security Assignment, at any time after the Bank shall have demanded payment or discharge by the Company of all or any of the Secured Obligations the money owing upon the Security Assignment shall be deemed to have become due within the meaning of Section 101 of the Law of Property Act 1925, and thereupon the Bank may without further notice, or if requested by the Company and without the restrictions contained in Section 103 of the Law of Property Act 1925 enforce the Security Assignment and exercise all the powers conferred on mortgagees by the Law of Property Act 1925 and all the powers and discretions conferred by the Security Assignment

Under clause 7 2 of the Security Assignment in addition to all other protection afforded by statute, every purchaser or other third party dealing with the Bank shall (notwithstanding

any notice to the contrary) be entitled to assume without enquiry that some money is owing on the security of the Security Assignment, that demand for such money has been duly made, under the Security Assignment, that the money has accordingly become due, and the right of the Bank to exercise any of its powers has arisen and has become exerciseable

Under clause 7 3 of the Security Assignment the restriction on the right of consolidating mortgage securities contained in Section 93 of the Law of Property Act 1925 shall not apply to the Security Assignment

Under Clause 8 of the Security Assignment the Company irrevocably appoints the Bank and any reciever jointly and also severally its Attorney and Attorneys for it and in its name and on its behalf and as its act and deed or otherwise to seal and deliver and otherwise perfect any deed assurance agreement instrument or act which may be required or may be deemed proper for any of the purposes aforesaid and the Company hereby declares as and when the security created by the Security Assignment shall become enforceable it will hold all the property charged by it under the Security Assignment (subject to its right of redemption) upon trust to convey assign or otherwise deal with the same in such manner and to such person as the Bank shall direct and declares that it shall be lawful for the Bank to appoint a new trustee or new trustees of the said property and in particular at any time or times appoint a new trustee or new trustees thereof in place of the Company as if the Company desired to be discharged from the trust or in place of any trustee or trustees appointed under this power as if he or they were dead

The following terms have the following meaning in relation to the foregoing

"Agreement" means a loan agreement dated 10 August 2007 (as the same may be amended, varied or supplmented from time to time) made between (1) the Company and (2) the Bank

"Contracts" means together a building contract dated 25 July 2007 made between (1) the Company and (2) Praxis Construction Limited (company number 6074898) ("Contractor") and any contracts whatsoever entered into by the Company or the Contrator in connection with the development of the Property

"Encumbrance" means any mortgage, charge, pledge, lien, assignment by way of security, hypothecation, security interest or any other agreement or arrangement which results in (or has substantially the same effect as) the creation of security

"Permitted Encumbrance" means an Encumbrance which the Bank has at any time agreed in writing shall be a Permitted Encumbrance

"Property" means the leasehold property at Westgate Demonstrator, Site 1, Rotherham, South Yorkshire described in a lease dated 20 August 2007 between Rotherham Borough Council (1) and the Company (2)

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 05936232

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT DATED THE 18th SEPTEMBER 2007 AND CREATED BY ILIAD (ROTHERHAM) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO HSBC BANK PLC ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 26th SEPTEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1st OCTOBER 2007

*P. Neely*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES