

# M

CHFP041

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legibly, preferably  
in black type or  
bold block  
lettering\* Insert full name  
of company ✓

COMPANIES FORM No. 395

012270 | 234

# 395

## Particulars of a mortgage or charge

A fee of £13 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



06287537

Name of company

\*Sackville Properties (St Albans) Limited (the "Company")

Date of creation of the charge

30 July 2007

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

Debenture (the "Debenture")

Amount secured by the mortgage or charge

All the Company's liabilities to The Royal Bank of Scotland plc (the "Bank") of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Bank's charges and commission Interest (as that term is defined in the Continuation Sheet) and Expenses (as that term is defined in the Continuation Sheet) (together the "Company's Obligations")

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

The Royal Bank of Scotland plc  
36 St Andrew Square  
Edinburgh

Postcode EH2 2YB

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

Osborne Clarke  
Apex Plaza  
Forbury Road  
Reading RG1 1AX  
LMM/0920009/3739788

Time critical reference

For official use (02/2006)  
Mortgage Section

Post room

TUESDAY



A28

07/08/2007

738

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please do not  
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A fee is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge  
(See Note 5)

† Delete as  
appropriate

1 By way of a legal mortgage all the freehold and leasehold property now vested in or charged to the Company including any Registered Land,

2 By way of fixed charge -

(i) all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Company except the property referred to in paragraph 1,

(ii) all fixtures and fittings from time to time attached to any freehold and leasehold property of the Company,

(iii) all the plant and machinery vehicles and computer equipment of the Company present and future not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts,

(iv) all furniture furnishings equipment tools and other chattels of the Company present and future not regularly disposed of in the ordinary course of business,

(v) all rents receivable from any lease granted of any freehold and leasehold property of the Company,  
(continued on continuation sheet)

Particulars as to commission allowance or discount (note 3)

Nil

Signed Osborne Clarke

Date 3rd August 2007

On behalf of [company] (mortgagee/chargee) †

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 CF4 3UZ.

## Particulars of a mortgage or charge (continued)

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Continuation sheet No 1  
to Forms Nos 395 and 410 (Scot)

Company number

06287537

Please complete  
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Name of company

Sackville Properties (St Albans)

Limited\*

\*Delete if  
inappropriate

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

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

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**Please complete  
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Please do not write Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)  
in this margin

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block lettering**

(vi) all the goodwill and uncalled capital of the Company present and future,

(vii) all stocks shares and other securities held by the Company from time to time in any subsidiary and all income and rights derived from or attaching to the same,

(viii) all stocks shares and other securities of the Company present and future (except those referred to in paragraph 2(vii)) and all income and rights derived from or attaching to the same,

(ix) all Intellectual Property Rights choses in action licences and claims of the Company present and future and the insurance policies and proceeds of any insurance from time to time affecting the Property **"Intellectual Property Rights"** include (without limitation) all rights in patents inventions copyrights design rights trademarks service marks database rights confidential information know-how domain names and business names,

(x) the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Bank or any third party,

(xi) all book debts and other debts of the Company present and future and the proceeds of payment or realisation of each of them until the receipt of the proceeds from time to time into an account in accordance with Note 5 below,

(xii) all funds standing to the credit of the Company from time to time on any account with the Bank or any other bank or financial institution or organisation including all receipts from time to time paid into an account in accordance with Note 5 below provided that the Bank may without prejudice to the Debenture permit the Company to make withdrawals from time to time

3 By way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under the Debenture

#### Notes

1 The Debenture contains covenants by the Company with the Bank -

(a) Not without the previous written consent of the Bank to create or permit to arise any mortgage charge or lien on the Property,

(b) Not without the previous written consent of the Bank to dispose of the Property referred to in paragraphs 1 to 2 (xii) (above) inclusive,

(c) Not without the previous written consent of the Bank to deal with the Company's book debts and other debts otherwise than by collecting them in the ordinary course of the Company's business and in particular the Company will not realise its book debts and other debts by means of block discounting or factoring or the like,

(d) Not without the previous written consent of the Bank to dispose of the Property referred to in paragraph 3 (above) other than in the ordinary course of business,

(e) Not without the previous written consent of the Bank to grant or accept a surrender of any lease or licence or part with or share possession or occupation of its freehold and leasehold property or any part of it

2 The Debenture gives the Bank power to appoint a Receiver

3 The Debenture is in addition to any other security present or future held by the Bank for the Company's Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of the Bank

Short particulars of all the property mortgaged or charged (continued)

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4 Under the Debenture the Company agreed at its own cost at the Bank's request to execute any deed or document and take any action required by the Bank to perfect the security given under the Debenture or to further secure on the Property the Company's Obligations

5 Under the Debenture the Company agreed that it will pay in to the Company's account with the Bank (and if more than one then into such account or such account with another bank) as the Bank may specify from time to time all money which the Company may receive in respect of the Company's book debts and other debts

**Definitions**

**Expenses:** All expenses (on a full indemnity basis) incurred by the Bank or any Receiver at any time in connection with the Property or the Company's Obligations or in taking or perfecting the Debenture or in preserving defending or enforcing the security created by the Debenture or otherwise with Interest from the date they are incurred

**Interest:** Interest at the rate(s) charges to the Company by the Bank from time to time

**Property:** The whole and any part of the undertaking property and assets of the Company charged by Clause 1 of the Debenture (as set out in Paragraphs 1 to 3 (inclusive) above)

**Registered Land:** The freehold land lying to the south of Hatfield Road, St Albans, Hertfordshire and registered with Land Registry Title Number HD187540

**Required Currency:** The currency or currencies in which the Company's Obligations are expressed from time to time

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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 06287537

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 30th JULY 2007 AND CREATED BY SACKVILLE PROPERTIES (ST ALBANS) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY 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 7th AUGUST 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th AUGUST 2007



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

*P. Stacey*