

# M

# 410

## Particulars of a charge created By a company registered in Scotland

A fee of £10 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 410 of the Companies Act 1985

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

To the Registrar of Companies  
(Address overleaf - Note 5)

For official use

Company Number

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

SC202765

Name of company

\* Compliance First Limited

\*insert full name  
of company

Date of creation of the charge (note 1)

12/11/04

Description of the instrument (if any) creating or evidencing the charge (note 1)

Bond and Floating Charge

Amount secured by the 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) including banking charges, commission, interest, costs and expenses.

Names and addresses of the persons entitled to the charge

The Royal Bank of Scotland plc  
36 St Andrew Square  
Edinburgh EH2 2YB

Presentor's name address telephone  
Number and reference (if any):  
Our ref: 596636/RCD/LD/RET

The Royal Bank of Scotland plc  
Credit Documentation  
DX 551727  
EDINBURGH  
Telephone: 0131 523 8398



**Short particulars of all the property charged.**

The whole of the property (including uncalled capital) which is or may be from time to time while the security is in force comprised in the property and undertaking of the Company.

Note:- The Bond and Floating Charge (the 'Floating Charge') contains provisions by which the Company undertakes to the Bank that it will:-

- (a) not without the previous written consent of the Bank dispose of any of the Company's heritable, freehold or leasehold property or any estate or interest therein or (other than in the ordinary course of business) any of its other property assets or rights; and
- (b) not without the previous written consent of the Bank grant or accept a renunciation or surrender of any lease or licence of or part with or share possession or occupation of the Company's heritable freehold or leasehold property or any part of it.

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legibly, preferably  
in black type, or  
bold block lettering

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this margin

**Statement, in the case of a floating charge, as to any restrictions on  
Power to grant further securities and any ranking provisions (note 2)**

The Floating Charge provides that:-

- (i) except with the previous written consent of the Bank, the Company will not create or permit to arise any fixed or floating charge or lien (including in each case one which ranks after the Floating Charge as well as one which has priority over or ranks *pari passu* with the Floating Charge) on any of its undertaking, property, assets or rights, other than in favour of the Bank;
- (ii) unless otherwise agreed in writing by the Bank, the Floating Charge shall, subject to Section 464(2) of the Companies Act 1985 and to the provision referred to in (iii) below, rank in priority to any fixed security or any other floating charge which shall be created by the Company after its execution of the Floating Charge;
- (iii) any fixed security granted by the Company in favour of the Bank either before or after the Company's execution of the Floating Charge shall in all respects rank in priority to the Floating Charge.

**Particulars as to commission, allowance or discount paid (see section 413(3))**

Nil

For and on behalf of The Royal Bank of Scotland plc

Signed  Date 20/1/04

On behalf of [~~company~~][chargee]†

†Delete as  
appropriate

**Notes**

1. A description of the instrument e.g. "Standard Security" "Floating Charge" etc, should be given. For the date of creation of a charge see section 410(5) of the Act. (Examples - date of signing of an Instrument of Charge; date of recording/registration of a Standard Security; date of intimation of an Assignment.)
2. In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or *pari passu* with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.
3. A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered.
4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate must be signed by an officer of that body.
5. The address of the Registrar of Companies is:-

Companies Registration Office  
Argyle House, 37 Castle Terrace  
Edinburgh EH1

# FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number 202765

I hereby certify that a charge created by

COMPLIANCE FIRST LIMITED

on 12 JANUARY 2004

for securing ALL SUMS DUE, OR TO BECOME DUE

in favour of THE ROYAL BANK OF SCOTLAND plc

was delivered pursuant to section 410 of the Companies Act, 1985,  
on 22 JANUARY 2004 given at Companies House, Edinburgh  
26 JANUARY 2004



C O M P A N I E S H O U S E



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

**REGISTER**

**OF**

**Charges**

**Alteration to Charges**

**Memoranda of Satisfaction**

**AND**

**Appointments and Cessations**

**of Receivers**

**OF**

**COMPLIANCE FIRST LIMITED**

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

# REGISTER of Charges, Alterations to Charges,

COMPANY: SC202765 CHARGE: 1

(1) Date of Registration	(2) Serial Number of Document on File	(3) Date of Creation of each Charge and Description thereof	(4) Date of the aquisition of the Property	(5) Amount secured by the Charge  £	(6) Short Particulars of the Property Charged	(7) Names of the Persons entitled to the Charge
22/01/2004		12/ 1/04 BOND & FLOATING CHARGE		ALL SUMS DUE, OR TO BECOME DUE	UNDERTAKING AND ALL PROPERTY AND ASSETS PRESENT AND FUTURE OF THE COMPANY INCLUDING UNCALLED CAPITAL	THE ROYAL BANK OF SCOTLAND plc

### Memoranda of Satisfaction and Appointments etc. of Receivers

**N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars**

**COMPANY: SC202765 CHARGE: 1**

(8)	(9)	(10)	(11)	(12)		
In the case of a floating charge, a statement of the provisions, if any, prohibiting or restricting the creation by the company of any fixed security or any other floating charge having priority over, or ranking <i>pari passu</i> with the floating charge.	In the case of a floating charge, a statement of the provisions if any regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property the subject of the floating charge or any part of it.	Amount or rate per cent of the Commission Allowance or discount	Memoranda of Satisfaction	Receiver		
				Name	Date of Appointment	Date of Ceasing to act
<p>COMPANY ARE EXPRESSLY PROHIBITED FROM CREATING SUBSEQUENT FIXED SECURITY HAVING PRIORITY OVER OR RANKING EQUALLY WITH THE FLOATING CHARGE</p>						