

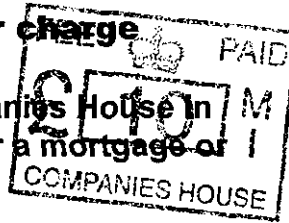
# M

CHFP131

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.



# 395

Bardays  
10-00  
014324

Pursuant to section 395 of the Companies Act 1985

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

\*insert full name of Company

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

For official use Company number

8

3268801

Name of company

Ridgeford Properties Limited

Date of creation of the charge

8 February 2002

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

Assignment of Accounts ("Assignment")

Amount secured by the mortgage or charge

The liabilities and obligations of the Borrowers to the Lender as described in the Guarantees being all monies and liabilities which shall from time to time (and whether on or at any time after demand or judgment) be due, owing or incurred from the Borrowers or any Obligor pursuant to the Finance Documents to the Lender whether actually or contingently and whether solely or jointly with any other person and in whatever style or name and whether as principal or surety including all Breakage Costs (as defined in the Guarantees) and any loans or monies made available to a Receiver (as agent or in its personal capacity) whether or not following the insolvency of any Obligor or any other person and interest discount commission and other lawful charges and expenses on any current or other account whatever or under the Assignment ("the Liabilities").

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

KBC BANK NV of 7<sup>th</sup> Floor, Exchange House, Primrose Street, London ("the Lender")

Postcode EC2A 2HQ

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

Berwin Leighton Paisner  
Adelaide House  
London Bridge  
London, EC4R 9HA  
DX 92 London

Tel: 020 7760 1000

HFRA/K0439/12 - [1881329.01]

Time critical reference

For official Use  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

By way of security assignment all the Company's right, title and interest, present and future, in and to the Accounts and the Deposits and the debts represented thereby.

Notes

- 1 So long as the Liabilities remain due owing or incurred by the Company to the Lender, the Company shall not be entitled, without prior written consent of the Lender, to withdraw all or any part of the Deposit otherwise than in accordance with the Deferred Equity Guarantee.
- 2 The Company may not and covenants that it will not, without the prior written consent of the Lender, create, or attempt or contract to create, or suffer or permit to subsist any mortgage, charge (fixed or floating), pledge, hypothecation, lien, or other security contract or encumbrance over either the Accounts or the Deposit.
- 3 The Company undertakes not to assign, transfer or otherwise deal with or dispose of, or contract or purport to do so, in respect of either the Accounts or the Deposit.
- 4 The Assignment contains or incorporates the following definitions:

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)

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.  
(see Note 5)

Signed *Berwin Leighton Paisner* Date *25 February 2002*

On behalf of [mortgagee/chargee]<sup>†</sup>

<sup>†</sup>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 Order are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:  
  
Companies House, Crown Way, Cardiff CF14 3UZ.

CHFP131

## Particulars of a mortgage or charge (continued)

Please do not  
write in this  
binding margin

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

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

Company Number

Name of Company

\* delete if  
inappropriate

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

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

Please do not write  
in this binding  
margin

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

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

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

<i>Accounts</i>	the accounts described in the Schedule below and all renewals and extensions of them;
<i>Borrowers</i>	Manhattan Loft (Tokenhouse Yard) Limited and Ridgeford Properties (Tokenhouse Yard) Limited;
<i>Capital Guarantee</i>	a guarantee dated 8 February 2002 and which guarantees the repayment by the Borrowers to the Lender of advances made under the Facility Agreement;
<i>Deferred Equity Guarantee</i>	a guarantee dated 8 February 2002 and which guarantees payment to the Lender of certain deferred equity payments by the Borrowers;
<i>Deposits</i>	the aggregate of all sums now or in future standing to the credit or accruing in respect of the Accounts, whether or not credited to them;
<i>Facility Agreement</i>	a facility agreement dated 8 February 2002 and made between the Lender (1), the Borrowers (2), Tokenhouse Yard Limited (3), Tokenhouse (Trustee No Two) Limited (4), Manhattan Loft Corporation NV (5) Brilite NV (6) Manhattan Loft Corporation Limited (7) Manhattan Loft Commercial Limited (8) and the Company (9) and any letter, charge, guarantee, indemnity or other instrument issued or entered into pursuant or supplemental to it.
<i>Finance Documents</i>	each and all of the Facility Agreement, the Security Documents (as defined in the Facility Agreement) and all other documents or instruments granted or created in favour or for the benefit of Lender pursuant to the Facility Agreement and any other documents so designated by the parties now or in the future;
<i>Guarantees</i>	the Deferred Equity Guarantee and the Capital Guarantee;
<i>Obligors</i>	means each party to the Facility Agreement except the Lender.

## SCHEDULE

<b>Bank</b>	<b>Sort Code</b>	<b>Account Name</b>	<b>Account Number</b>
Royal Bank of Scotland Plc, 49 Charing Cross Road, London, SW1A 2DX	16-00-38	Ridgeford Asset 1 Account	91052951
Royal Bank of Scotland Plc, 49 Charing Cross Road, London, SW1A 2DX	16-00-38	Ridgeford Asset 2 Account	91052978

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03268801

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ASSIGNMENT OF ACCOUNTS DATED THE 8th FEBRUARY 2002 AND CREATED BY RIDGEFORD PROPERTIES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO KBC BANK NV 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 25th FEBRUARY 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th FEBRUARY 2002.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

A handwritten signature in the bottom left corner.