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**COMPANIES FORM No. 395** 101354/10  
**Particulars of a mortgage or charge**

# 395

CHFP025

**A fee of £10 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

9111

03268801

Name of company

\* Ridgeford Properties Limited (the "Company")

Date of creation of the charge

29 April 2004

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

02 A second legal charge dated 29 April 2004 (the "Legal Charge") made between (1) the Company and (2) Tess Investments Limited (the "Noteholder").

Amount secured by the mortgage or charge

04 All the Company's obligations and liabilities to the Noteholder of any kind and in any currency (whether present or future, actual or contingent and whether owed by the Company as principal or surety or incurred alone or jointly with another and whether owed as original obligee or as assignee or transferee), including (without limitation) interest, fees, banking charges, commission and expenses; together with Expenses and Interest. (the "Company's Liabilities")

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

Tess Investments Limited  
Integro Trust (BVI) Limited, Tropic Isle Building, PO Box 438, Road Town, Tortola, British Virgin Islands

Postcode

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

Stephenson Harwood  
One St. Paul's Churchyard  
London  
EC4M 8SH

For official Use  
Mortgage Section

Post room



LD3  
COMPANIES HOUSE

0195  
06/05/04

Time critical reference  
1310/40-00077/3136079

Short particulars of all the property mortgaged or charged

As a continuing security for the discharge and payment of the Company's Liabilities and with full title guarantee and in favour of the Noteholder, the Company:

- (1) charges to the Noteholder by way of the Legal Charge the Property;
  - (2) assigns to the Noteholder the benefit of all covenants and rights relating to the Property and the benefit of all easements serving or relating to such Property, subject to reassignment on redemption;
  - (3) assigns to the Noteholder the proceeds of each policy of insurance now or in the future issued in relation to the Property and the other assets charged by the Legal Charge, subject to reassignment on redemption;
  - (4) charges to the Noteholder by way of fixed charge all the plant, machinery, fixtures and fittings now and in the future on the Property and belonging to the Company and assigns all rights, title and interest of the Company under any agreements (present or future) relating to the purchase, lease or hire purchase of the same, subject to reassignment on redemption; and
- (cont.)

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

*Stephen Harwood*

Date 5 May 2004

On behalf of [company] [mortgagee/chargee]

A fee of £10 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 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

CHFP025

## Particulars of a mortgage or charge (continued)

Please do not  
write in this  
binding margin

Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)

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

Company Number

03268801

Name of Company

Ridgeford Properties Limited (the "Company")

Limited\*

\* delete if  
inappropriate

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

Please do not  
write in this  
binding margin

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

Please do not  
write in this  
binding margin

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

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

(5) charges to the Noteholder by way of fixed charge all vehicles, computers, furnishings, equipment, tools and other chattels of the Company on the Property both present and future, not regularly disposed of in the ordinary course of business.

Note:

The Company will not except with the prior written consent of the Noteholder do any of the following:

(a) create or permit to arise or continue any Encumbrance or other third party right whatsoever affecting the Charged Property (whether present or future) nor increase nor extend any liability of the Company secured on any of the Charged Property (whether present or future);

(b) dispose of the Charged Property.

The Noteholder may appoint a receiver under the Legal Charge.

Definitions:

"**Charged Property**" means the property, assets and undertaking, mortgaged, charged or assigned by the Company to the Noteholder pursuant to clauses 1 - 5 above;

"**Encumbrance**" means any mortgage, charge (fixed or floating), pledge, hypothecation or lien and any other arrangement or interest (whether by way of assignment, trust, title retention or otherwise) which has the effect of creating security or payment priority;

"**Expenses**" means all expenses (on a full indemnity basis), including (without limitation) legal fees, from time to time paid or incurred by the Noteholder or any receiver at any time in connection with the Charged Property or the Company's Liabilities or in taking, perfecting, preserving, defending or enforcing the Legal Charge (or any of the security created by it) or in exercising any right or power under the Legal Charge or otherwise;

"**Interest**" means interest at the rate or rates agreed between the Company and the Noteholder or in the absence of agreement at the rate of 3% per annum above the base rate of The Royal Bank of Scotland plc from time to time;

"**Property**" means premises at 60-76 Ironmonger Row, Finsbury, London which is registered at H.M. Land Registry with title number NGL 592515.

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

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 A LEGAL CHARGE DATED THE 29th APRIL 2004 AND CREATED BY RIDGEFORD PROPERTIES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO TESS INVESTMENTS LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 6th MAY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th MAY 2004.

A handwritten signature in dark ink, appearing to be 'M.P.' or similar, located on the left side of the page.



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES