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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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

Name of company

* **Bottle 1 Limited** a company incorporated in England and Wales with number 06977370 and whose registered office is at Milton Gate, 60 Chiswell Street, London EC1Y 4AG (**Chargor**)

Date of creation of the charge

17 September 2009

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

A deed of legal charge dated 17 September 2009 between the Chargor and the Lender (as defined below) (**Deed**).

Amount secured by the mortgage or charge

All obligations and liabilities, owed on or after the date of the Deed, whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever of the Chargor to the Lender except for any obligation which, if it were so included, would result in the Deed contravening Luxembourg law or in a contravention of section 151 of the Companies Act 1985 (**Secured Liabilities**).

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

Ravensbourne Holding S.à r.l., a Luxembourg private limited liability company (*société à responsabilité limitée*), having its registered office at 46A, avenue J.-F. Kennedy, L-1855 Luxembourg (**Lender**)

Postcode

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

Addleshaw Goddard LLP
Box 500, Companies House, 21
Bloomsbury Street, London,
WC1B 3XD

ELWAL/WULWB/330908-1

Time critical reference

For official Use (02/06)

Mortgage Section

Post room

TUESDAY



LD5

L0FRWDOO

29/09/2009

14

COMPANIES HOUSE

1 Fixed Security

1.1 Creation

- (a) The Chargor as security for the payment and performance of the Secured Liabilities and in the manner specified in clause 2.3 of the Deed and clause in 1.3 of this Form 395, charged in favour of the Lender by way of a first legal mortgage the property specified in schedule 1 of the Deed and in schedule 1 of this Form 395; and

(continued on continuation sheet)

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 Addleshaw Goddard LLP

Date 29 September 2009

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**

Name of company

*insert full name
of Company

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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 descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

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

(b) Likewise, as security for the payment and performance of the Secured Liabilities and in the manner specified in clause 2.3 of the Deed and clause 1.3 in this Form 395, the Chargor charged in favour of the Lender by way of a first fixed charge:

- (i) all rights under any agreement relating to the acquisition of the Mortgaged Property by or for the Chargor and all of its title rights and interest in all agreements, contracts, deeds, undertakings, guarantees, warranties and other documents created at the time of the Deed or thereafter in existence in relation to the Mortgaged Property;
- (ii) all plant and machinery belonging to the Chargor and its interest in any plant or machinery in its possession and at the Mortgaged Property in all Fixtures;
- (iii) all benefits, claims and returns of premiums in respect of the Insurances;
- (iv) its rights under any appointment of a managing agent of the Mortgaged Property or any Premises;
- (v) all moneys standing to the credit of any account (including the Security Account and notwithstanding that the existence of such an account may be in breach of the Deed) with any person and the debts represented by them;
- (vi) its book and other debts, both uncollected and collected, the proceeds of the same and all moneys otherwise due and owing to the Chargor in relation to the Mortgaged Property;
- (vii) the benefit of all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub-paragraph 2.1(b)(vi) of the Deed and sub-paragraph 1.2(b)(vi) of this Form

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- (viii) the benefit of all permissions of whatsoever nature and whether statutory or otherwise, held in connection with the Mortgaged Property and the right to recover and receive all compensation which may be payable to it;
- (ix) the benefit, to the extent vested in the Chargor, of all building contracts, professionals' appointments, guarantees, warranties and representations given or made by any building contractors, professional advisers or any other person in relation to the Mortgaged Property, including all rights and remedies available to the Chargor against such persons; and
- (x) its rights and benefits under any patents, trade marks, copyrights, registered or other designs (including, without limitation, designs relating to any construction works on the Mortgaged Property) and any other similar intellectual property assets or rights in relation to the Mortgaged Property.

1.2 Assignment

The Chargor, in the manner specified in clause 2.3 of the Deed and clause 1.3 of this Form 395, assigned to the Lender by way of security for the payment and performance of the Secured Liabilities:

- (a) all Rental Income and any guarantee of any Rental Income contained in or relating to any Occupational Lease;
- (b) all its rights (if any) under any insurance relating to the Mortgaged Property or to which the Chargor is otherwise entitled;
- (c) the Sales Contracts and all benefits to accrue to it under and/or pursuant to each of the Sales Contracts;
- (d) the proceeds of any claims damages awards and judgments which may be received by it under and/or pursuant to each of the Sales Contracts and the right to enforce and sue upon each of the Sales Contracts; and
- (e) all agreements, contracts, deeds, undertakings, guarantees, warranties and other documents created at the date of the Deed or thereafter in existence under or in relation to the development and the Mortgaged Property; and
- (f) all Sales Proceeds and any guarantees or insurance bonds in support of the same and

1.3 Title Guarantee

- (a) Every disposition effected by the Deed is made with full title guarantee
- (b) The other terms of the Deed do not limit or extend any of the covenants implied by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 but create separate and independent obligations having effect cumulatively with those implied covenants.

2. Restrictions on dealings

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The Chargor covenanted that it would not:

- (i) create or permit to subsist any financial encumbrance of whatsoever nature on any Security Asset other than as created by the Deed or any lien arising by operation of law in the ordinary course of business; or
- (ii) without the Lender's prior written consent redeem or purchase its own shares or provide financial assistance for such purposes or pay an abnormal sum by way of dividend.

3 Further assurances

The Chargor covenanted that it would, at its own expense, take whatever action (including payment of all stamp duties and other registration fees) the Lender or a Receiver may reasonably require for:

- (a) perfecting or protecting the security intended to be created by the Deed over any Security Asset;
- (b) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable, by the Lender or any Receiver or any of its or their delegates or sub-delegates in respect of any Security Asset; including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Lender or to its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case, the Lender may think expedient.

Definitions

Environmental Law means any circular, code of practice, directive, guidance notice, law, regulation or the like (in the United Kingdom or elsewhere) concerning the protection of human health, the environment, or the condition, of any work place or the generation, dealing with, or disposal of any Dangerous Substance

Environmental Licence means any permission of whatever kind required by any Environmental Law

Facility Agreement means the £704,000 loan agreement between the Lendor and Chargor dated 17 September 2009 as amended, varied, supplemented, restated, varied or novated from time to time

Fixtures means all fixtures and fittings (including those of trade) and fixed plant and machinery on the Mortgaged Property

Insurances means all contracts and policies of insurance taken out by or for the Chargor or in which the Chargor has an interest (to the extent of that interest)

Mortgaged Property means any freehold or leasehold property (including the Premises) the subject of the security created by the Deed

Occupational Lease means any agreement for lease, lease, licence, tenancy, overriding lease or occupational arrangement to which the Mortgaged Property may be subject from time to time including the arrangement (if any) specified in schedule 2 of the Deed and, if the Chargor itself has a leasehold interest in the Mortgaged Property, includes, where the context admits the lease subject to which it holds the Mortgaged Property

Premises means any building or other edifice on the Mortgaged Property or other Security Asset

Receiver means a receiver and manager or (if the Lender so specifies in the relevant appointment) a receiver, in either case,

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appointed under this Deed or pursuant to any statute

Rental Income means at any time:

- (a) the aggregate of the gross rents, licence fees and other monies reserved by or arising out of all Occupational Leases and agreements to which the Chargor's interest in the Mortgaged Property is in reversion (whether mediate or immediate) and otherwise deriving out of the Mortgaged Property and to which the Chargor is entitled, and
- (b) all other monies derived by the Chargor from any third parties relating to the use and/or occupation of the Mortgaged Property (including, without limitation, profits, proceeds of insurance in respect of loss of rent, payments made by any guarantor for any lessee and any covenantor under any Occupational Lease and sums received from any deposit held as security for the performance of tenants' obligations)

but excluding in any case, any sum by way of service charge, value added tax, insurance payments or the like

Sales Contract means a contract for the sale and purchase of a residential apartment or number of residential apartments built or to be built upon the Mortgaged Property (including for the avoidance of doubt for the sale of freehold and/or long leasehold interests) on terms previously approved by the Bank and otherwise in accordance with the terms of clause 5.3(n) of the Deed

Sales Proceeds means any and all sums (other than Rental Income) payable to the Chargor, whether by purchasers or others, upon the disposal (whether by transfer, assignment or otherwise) of, or the grant or creation of any interest in, the Mortgaged Property or any part of it, and including:

- (a) any other sums of a capital nature derived from the Mortgaged Property or any dealing with it; and
- (b) any compensation or damages received for any use or disturbance, blight or compulsory purchase affecting the Mortgaged Property or any part of it,

in each case after deduction of all reasonable costs and expenses directly and properly incurred in connection with such disposal, grant or creation

Security Account means any account established or maintained in the name of the Chargor with any other bank previously approved by the Chargor for the purpose of paying in the Rental Income

Security Asset means all assets of the Chargor the subject of any security created by this Deed (and includes the Mortgaged Property)

Schedule 1

All that freehold property known as Land lying to the west of Caesars Way, Folkestone as the same is registered at the Land Registry with title absolute under title number K632247



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6977370
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 17
SEPTEMBER 2009 AND CREATED BY RAINSTORM
(FOLKESTONE 1) LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY FORMERLY
KNOWN AS BOTTLE 1 LIMITED TO RAVENSBOURNE HOLDING
S.A R.L., 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
29 SEPTEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 SEPTEMBER
2009

LC/PO/LH



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES