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COMPANIES FORM No. 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

118

01066977

Name of company

* APEL HOLDINGS LIMITED

Date of creation of the charge

21st December 2006

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

MORTGAGE DEBENTURE made between (1) the Company and (2) AIB Group (UK) p.l.c. ("the Bank")

Amount secured by the mortgage or charge

All liabilities of the Company present and future actual and/or contingent to the Bank

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

AIB Group (UK) p.l.c.
4 Queen's Square
Belfast

Postcode BT1 3DJ

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

Moore & Blatch
11 The Avenue
Southampton
Hampshire
SO17 1XF

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room

TUESDAY



A13

09/01/2007
COMPANIES HOUSE

698

Short particulars of all the property mortgaged or charged

1. A charge by way of Legal Mortgage over the following property and the proceeds of sale thereof ("the Legally Mortgage Property") being the [freehold property known as Land and Buildings to the North of The Broadway, Didcot, Oxfordshire as the same is registered at H.M. Land Registry under title number: ON174284; ON74945 & BK126828.] **NOT IN DEED**

2. A fixed equitable charge over the Company's estate in all freehold and/or leasehold property now or any time belonging to or charged to the Company (other than the property which from time the Company is a party or otherwise entitled and all buildings, fixtures (including trade fixtures) and any fixed plant and machinery owned by the Company thereon from time to time and the proceeds of sale of all or any of the foregoing ("the Equitably Charged Property")

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



Date

PH JAN 2007

On behalf of [company] [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

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

01066977

Name of Company

APEL HOLDINGS LIMITED

Limited*

* delete if
inappropriate

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

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

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

3. A fixed charge over all credit balances of the Company with the Bank or with other bankers or other third parties but so that the Company shall inform the Bank of the existence of any such credit balances and shall if so directed by the Bank transfer such credit balances into an account with the Bank and Company shall not without the prior written consent of the Bank sell or otherwise charge or assign the same in favour of any other person or purpose to do so.
4. A fixed charge over all stocks, share and/or other securities now or any any time owned by the Company (including, without prejudice to the generality of the foregoing, loan capital indebtedness or liabilities on any account or in any manner owing to the Company) in (or from) any body corporate together with all rights in respect of or incidental to such stock, shares and other securities ("the Securities").
5. A fixed charge over the goodwill and the uncalled capital of the Company now or at any time hereafter in existence and future calls (whether made by the direction of the Company or by a Receiver an Administrator or Liquidator) and licenses, patents, patent applications, trademarks, copyrights, rights in the nature of copyright, registered designs and all other intellectual property rights now or at any time belonging to the Company "the Goodwill and Intellectual Property").
6. A fixed charge over all plant, machinery, vehicles, computers and office and other equipment now or at any time belonging to the Company (other than insofar as it is part of the Company's stock in trade) ("the Equipment").
7. An obligation if so required by the Bank to:
- (a) create a legal assignment over all present and future book and other debts and monetary claims due or owing to the Company ("the Debts") or any of them:
 - (b) to give notice of assignment to each debtor from which any of the Debts is due and take such steps as the Bank may require to perfect the assignment referred to in (a) above.
 - (c) to execute a separate fixed charge over the Debts or any of them in favour of the Bank in a form approved by the Bank to have priority over the charges created by the Mortgage Debenture.
 - (d) to pay into a specific designated account ("the Charged Account") with the Bank all monies received by the Company in respect of the Debts and to execute a separate fixed charge over the Charged Account in favour of the Bank."
8. A floating charge over the undertaking and all other property, assets and rights present and future of the Company but so that the Company shall not without the prior consent in writing of the Bank create any mortgage or charge ranking in priority to or pari passu with this floating charge or sell or otherwise dispose of the whole or, except in the ordinary course of trading and for full value, any part of the Company's undertaking.
- N.B. The Mortgage Debenture contains, inter alia, the following additional restrictions prohibiting the Company without the prior consent in writing of the Bank from:-
- (a) creating any mortgage, or other security interest over the Equitable Charged Property, the Goodwill and Intellectual Property, the Securities the Equipment or the Legally Mortgaged Property or any part of or interest in the same;

(b) exercising the statutory power of leasing and/or accepting surrenders of leases conferred on mortgagors with reference to the Equitably Charged Property and the Legally Morgaged Property; and

(c) parting with possession of the Equitably Charged Property or the Legally Morgaged Property or any part thereof or conferring upon any person, firm, company or body whatsoever any licence or right to or any part thereof.

*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. 01066977

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE DATED THE 21st DECEMBER 2006 AND CREATED BY APEL HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO AIB GROUP (UK) PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 9th JANUARY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th JANUARY 2007.

A handwritten signature in dark ink, appearing to be 'Rb'.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES