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COMPANIES FORM No. 395 206856 / 13

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.

CHFP025

Please do not write in this margin

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

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

13

01324402

Name of company

* ACTIVE DORMANT LIMITED

Date of creation of the charge

1 July 2009

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

Debenture ("Debenture")

Amount secured by the mortgage or charge

All monies, obligations and liabilities now or at any time hereafter due, owing or incurred by the Company to the Bank on any current or other account or otherwise (whether actual or contingent, as principal or surety and whether solely or jointly with any other person), and whether originally owing to the Bank or otherwise purchased or acquired by it, including interest, discount, commission, bank charges and other charges and expenses charged by the Bank. Such interest shall be calculated and compounded in accordance with the usual practice of the Bank for the time being as well after as before any demand made or judgment obtained under the Debenture.

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

The Co-Operative Bank plc ("Bank") acting through its branch at The Plaza, Old Hall Street, Liverpool

Postcode L3 9QJ

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

Mace & Jones
Drury House
19 Water Street
Liverpool
L2 0RP

PXG/39733.151

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

FRIDAY



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10/07/2009

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COMPANIES HOUSE

The Company with full title guarantee hereby charges to the Bank as security for the payment and discharge of the monies, obligation and liabilities referred to in Appendix 1:

- (i) by way of legal mortgage all freehold and leasehold property (including heritable property situate in Scotland) of the Company at the date of the Debenture and the proceeds of sale thereof together with all buildings, structures and fixtures (including trade and tenant's fixtures) from time to time on or in any such property;
- (ii) by way of fixed charge all estates and interests of the Company in freehold, leasehold property (including heritable property situate in Scotland) and other immovable property (wherever situate), now or at any time hereafter during the continuance of the security belonging to or charged to the Company (not being charged under paragraph i) and the proceeds of sale thereof, together with all buildings, structures and fixtures (including trade and tenant's fixtures) from time to time on or in any such property;

Please see Addendum 4/4

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Mance and Jones

Date 9 July 2009

On behalf of ~~XXXXXXXXXXXX~~ [chargee] †

Please do not write in this margin

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

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

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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)

The Company with full title guarantee hereby charges to the Bank as security for the payment and discharge of the monies, obligation and liabilities referred to in Appendix 1:

- (i) by way of legal mortgage all freehold and leasehold property (including heritable property situate in Scotland) of the Company at the date of the Debenture and the proceeds of sale thereof together with all buildings, structures and fixtures (including trade and tenant's fixtures) from time to time on or in any such property;
- (ii) by way of fixed charge all estates and interests of the Company in freehold, leasehold property (including heritable property situate in Scotland) and other immovable property (wherever situate), now or at any time hereafter during the continuance of the security belonging to or charged to the Company (not being charged under paragraph i) and the proceeds of sale thereof, together with all buildings, structures and fixtures (including trade and tenant's fixtures) from time to time on or in any such property;
- (iii) by way of fixed charge the benefit of all its rights, present and future, under covenants for title given in relation to the property charged pursuant to paragraph (i) and (ii) above ("the Property") and the benefit of all its rights, present and future, against any lessee, sub-lessee, licensee or other occupier of the Property for the time being (including rights to rental income, licence fees, mesne profits and other income) and, in each case, its rights against guarantors and sureties for the obligations of such persons;
- (iv) by way of fixed charge the benefit of all its rights, present and future, under any contract for the sale, letting or other disposal of the Property and any option to renew any lease or purchase any reversion (whether freehold or not) in relation to the Property;
- (v) by way of fixed charge the benefit of all its rights, present and future, against persons in connection with any works carried out and/or services and/or goods supplied in the design, construction, fitting out, repair or replacement of the Property;
- (vi) by way of fixed charge all licences, consents and authorisations (both public and private), present and

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future, held by it in connection with any of its activities;

- (vii) by way of fixed charge all its present and future plant and machinery (save to the extent that such plant and machinery forms part of its stock in trade or work in progress);
- (viii) by way of fixed charge all its present and future vehicles (save to the extent that such vehicles forms part of its stock in trade or work in progress);
- (ix) by way of fixed charge all its present and future computers (save to the extent that such computers forms part of its stock in trade or work in progress);
- (x) by way of fixed charge all its present and future office equipment (save to the extent that such office equipment forms part of its stock in trade or work in progress);
- (xi) by way of fixed charge all other equipment present and future not more particularly charged under paragraph i to xxiii (unless it forms part of its stock in trade or work in progress) together with all related spare parts, fuels, equipment, tools and all log books, maintenance records, record books, manuals, hand books, contracts, warranties and services records and the benefit of all its rights, present and future, against any person in respect of their design, manufacture, purchase, installation, repair and/or replacement;
- (xii) by way of fixed charge all its goodwill and uncalled capital, present and future;
- (xiii) by way of fixed charge all stocks, shares and other securities (including debt securities) and interests in any unincorporated business or entity, now and at any time during the continuance of the security owned by the Company, together with all rights, benefits and property (including dividend and other income) offered, arising or accruing in relation thereto;
- (xiv) by way of fixed charge all interests in and rights under policies of insurance and assurance now or at any time during the continuance of the security belonging to the Company, and all its rights, present and future, to other compensation monies from time to time payable in respect of any property, assets and rights of the Company, both present and future which are for the time being subject to the security created by or pursuant to the Debenture
- (xv) by way of fixed charge all patents, trade and service marks, brand and trade names, copyrights, design rights, registered designs, trade secrets, know-how, inventions, confidential information and other intellectual property rights, including the benefit of any pending applications for any of them, now or at any time during the continuance of the security belonging to the Company, including all the Company's rights under any agreements, both present or future, relating to the use or exploitation of such rights;
- (xvi) by way of fixed charge all present and future book debts of the Company and all related rights and remedies;
- (xvii) by way of fixed charge all present and future debts (other than book debts) and monetary claims and all other amounts recoverable or receivable (whether ascertained or not) by the Company or due owing to the Company and all related rights and remedies ;
- (xviii) by way of fixed charge all present and future payments of or entitlements to claim payment or repayment of taxes, insurance premiums or other overpayments by the Company and all related rights and remedies; and,
- (xix) by way of fixed charge, with effect from the opening or establishment of any Collections Account (defined as specially designated account(s) as the Bank may from time to time direct each such account together with all additions to or renewals or replacements thereof) all monies standing to the credit of such

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Collections Account;

- (xx) by way of fixed charge all monies standing to the credit of the Company from time to time on any and all accounts with any bank or financial institution;
- (xxi) by way of floating charge all its undertaking, property and assets, whatever and wherever, both present and future except to the extent effectively charged under the preceding provisions in paragraphs to i to xx.
- (xxii) The fixed charges in paragraphs vii to x shall, in each case, include all related spare parts, fuels, equipment, tools and all log books, maintenance records, record books, manuals, hand books, contracts, warranties and services records and the benefit of all its rights, present and future, against any person in respect of their design, manufacture, purchase, installation, repair and/or replacement.
- (xxiii) Paragraph 14 of Schedule B1 of the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Debenture and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986
- (xxiv) The Company shall not, without the prior written consent of the Bank, create or allow to subsist any encumbrance over any property, assets and rights of the Company, both present and future which are for the time being subject to the security created by or pursuant to the Debenture (whether ranking in priority to, pari passu with or subsequent to the security created by the Debenture) or attempt or agree to do so.
- (xxv) The Company shall not, without the prior written consent of the Bank, sell, transfer, lease, assign, factor, discount or otherwise part with possession or dispose of (or attempt or agree to do any of the foregoing) the whole or any part of any property, asset or right of the Company, whether present or future (except for a disposal at market value in the usual course of trading of charged assets which are not stated to be



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1324402
CHARGE NO. 3**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 1 JULY 2009
AND CREATED BY ACTIVE DORMANT LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO CO-OPERATIVE BANK PLC ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 10 JULY 2009**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 JULY 2009



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**