

# M

COMPANIES FORM No. 395

## Particulars of a mortgage or charge

# 395

CHFP021

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write in  
this margin

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

Please complete  
legibly, preferably  
in black type, or  
bold black letteringTo the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number

01523936

Name of company

\* insert full name  
of Company

\* Broglia Press 86 Limited ("the Company")

Date of creation of the charge

14 AUGUST 2009

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

Debenture

Amount secured by the mortgage or charge

All the Company's liabilities (present, future, actual or contingent and whether incurred alone or jointly with another) to the Chargee ("Secured Liabilities") and include:

1. Interest (as defined below);
2. any Expenses (as defined below).

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

RBS Invoice Finance Limited with Company No. 00662221 whose registered address is at Smith

House, PO BOX 50, Elmwood Avenue, Feltham, Middlesex ("the Chargee")

Postcode TW13 7QD

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

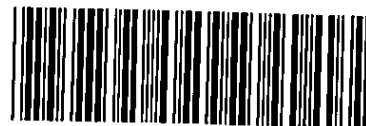
Coles Miller Solicitors LLP  
DX 07609  
POOLE  
F.A.O. Mr L Wells  
e-mail: lwells@coles-miller.co.uk  
Tel: 01202 673011  
Ref: LAW/RBSIF/Brogli

Time critical reference

For official Use (02/06)  
Mortgage Section

Post room

TUESDAY



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A48

18/08/2009

92

COMPANIES HOUSE

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binding margin

## Particulars of a mortgage or charge (continued)

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

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

Company number

01523936

\* delete if  
inappropriate

Name of company

Broglia Press 86 Limited ("the Company")

Limited \*

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

### SHORT PARTICULARS OF ALL THE PROPERTY CHARGED Schedule to Form 395 for Debenture

#### Part I Definitions

In this Form 395

"Debt Purchase Agreement" means any debt purchase facility entered into between the Chargee and the Company.

"Debts" has the meaning given to that expression in any Debt Purchase Agreement.

"Expenses" means all expenses the Chargee or a receiver incurs (on a full indemnity basis and with interest from the date of payment) in connection with:

- 1 the Property (as defined below);
- 2 taking, perfecting, protecting, enforcing or exercising any power under the Debenture.

"Fixed Charge Debts" means all Debts which fail to vest in the Chargee under any Debt Purchase Agreement.

"Interest" means interest at the same rate as the discounting charge charged by the Chargee to the Company, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, monthly on the days selected by the Chargee.

"Land" means any interest in heritable, freehold or leasehold land.

"Property" means the property charged by clause 2 of the Debenture (and detailed below) and includes any part of it.

"Related Rights" has the meaning given to that expression in any Debt Purchase Agreement.

"Subsidiary" is an entity controlled, directly or indirectly, by the Company or by a Subsidiary of the Company. "Control" means the ability to appoint or remove directors or exercise the majority of voting rights, alone or with the agreement of others.

#### Part II

#### Particulars of Property Charged

By clause 2 of the Debenture the Company as a continuing security for the Secured Liabilities with full title guarantee gave to the Chargee:

1 by way of a fixed charge over the following property of the Company, owned now or in the future:

(a) all Land vested in or charged to the Company, all fixtures and fittings attached to that Land and all rents receivable from any lease granted out of that Land;

(b) all plant and machinery, including any associated warranties and maintenance contracts;

(c) all the goodwill of the Company's business;

(d) any uncalled capital;

(e) all stocks shares and other securities held by the Company at any time in any Subsidiary of the Company and all income and rights relating to those stocks shares and securities;

(f) all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights;

(g) the benefit of any hedging arrangements, futures transactions or treasury instruments; and

(h) all Fixed Charge Debts and their Related Rights;

2 by way of floating charge all the other property, assets and rights of the Company owned now or in the future which are not subject to an effective fixed charge under the Debenture (as detailed above) or any other security held by the Chargee.

### Part III

#### Covenants and Restrictions

1 Under clause 3 of the Debenture, the Company will not without the consent of the Chargee:

(a) permit or create any mortgage, standard security, charge or lien on the Property;

(b) dispose of the Property charged by and detailed above at Part II clause 1 (a) to (h) inclusive of the Form 395;

(c) dispose of the Property charged by and detailed above at Part III clause 2 of the Form 395 other than in the ordinary course of business;

(d) call on, or accept payment of, any uncalled capital;

(e) grant or accept a surrender of any lease or licence of any of its Land or consent to a tenant assigning or sub-letting;

(f) dispose of, part with or share possession or occupation of any of its Land.

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legibly, preferably  
in black type, or  
bold block lettering

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in black type, or  
bold block lettering

2 Under clause 5 of the Debenture, the Chargee may by notice to the Company convert the floating charge on any of the Property into a fixed charge. Following such a notice the Company will not dispose of the affected Property without the consent of the Chargee. The floating charge will become a fixed charge if an administrator of the Company is appointed.

3 Under clause 4 of the Debenture, the Company will

(a) permit the Chargee at any time to inspect the Property;

(b) keep all Property of an insurable nature comprehensively insured (including if requested by the Chargee, terrorism cover) to the Chargee's reasonable satisfaction for its full reinstatement cost. In default, the Chargee may arrange insurance at the Company's expense;

(c) hold on trust for the Chargee all proceeds of any insurance of the Property. At the Chargee's option, the Company will apply the proceeds in making good the relevant loss or damage, or to reduce the Secured Liabilities;

(d) where required by the Chargee, deposit with the Chargee all insurance policies (or copies where the Chargee agrees), and all deeds and documents of title relating to the Property;

(e) keep the Property in good condition;

(f) not, without the Chargee's consent, carry out any development on or make any alterations to any Land which require planning permission or approval under building regulations;

(g) deal with all Fixed Charge Debts and their Related Rights as if they were debts which vested in the Chargee under any Debt Purchase Agreement; and

(h) deal with all Debts in accordance with the terms of any Debt Purchase Agreement.

4 Under clause 6 of the Debenture, the Chargee may require the Company to appoint a firm of accountants to review its financial affairs, if:

(a) any of the Secured Liabilities are not paid when due;

(b) the Chargee considers that the Company has breached any other obligation to the Chargee; and

(c) the Chargee considers any information provided by the Company to be materially inaccurate.

Any review required will take place within 7 days of the Chargee's request (or longer if the Chargee agrees). The firm, and the terms of reference, must be approved by the Chargee. The Company (and not the Chargee) will be responsible for the firm's fees and expenses, but the Chargee may make payment and the Company will repay the Chargee on demand.

5 Under clause 7 of the Debenture:

(a) the Chargee does not have an immediate right to possession of the Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Property). The Company will continue in possession until the Chargee takes possession;

- (b) the Chargee may take possession and enforce the Debenture if:
- (i) the Chargee demands payment of any of the Secured Liabilities;
  - (ii) the Company asks the Chargee, or the Chargee receives notice of intention, to appoint an administrator or an administration application is made;
  - (iii) a meeting is called or a petition is presented for liquidation of the Company;
  - (iv) any security is enforced in respect of any assets of the Company;
- (c) any purchaser or third party dealing with the Chargee or a receiver may assume that the Chargee's powers have arisen and are exercisable without proof that demand has been made; and
- (d) the Chargee will not be liable to account to the Company for any money not actually received by the Chargee.

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

6 Under clause 8 of the Debenture:

- (a) the Chargee may appoint or remove a receiver or receivers of the Property, or appoint an administrator of the Company; and
- (b) any receiver will be the Company's agent and the Company (and not the Chargee) will be responsible for the acts, defaults and remuneration of the receiver. The Chargee may fix and pay the receiver's fees and expenses at the expense of the Company.

Short particulars of all the property mortgaged or charged

Please see continuation Sheet

Please do not  
write in  
this margin

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

Particulars as to commission allowance or discount (note 3)

Signed

Date 14<sup>th</sup> August 2009

On behalf of ~~XXXXXX~~ [mortgagee/chargee] Company

**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 are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ



FILE COPY

## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 1523936  
CHARGE NO. 4

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 14 AUGUST  
2009 AND CREATED BY BROGLIA PRESS 86 LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO RBS INVOICE FINANCE LIMITED ON ANY  
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO  
CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 18  
AUGUST 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 AUGUST 2009



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES