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

*Insert full name
of Company

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

[15]

01690574

Name of company

* LEADERS LIMITED (the "Chargor")

Date of creation of the charge

18 September 2008

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

Fixed and Floating Security Agreement dated 18 September 2008 made between
the Chargor (1) and Allied Irish Banks, p l c. (2) (the "Security
Agreement")

Amount secured by the mortgage or charge

Please see RIDER 1

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

Allied Irish Banks, p l c of St Helen's, 1 Undershaft, London (as the
"Lender")

Postcode EC3A 8AB

Presentor's name address and
reference (if any)
Allied Irish Banks, p l c
St. Helen's
1 Undershaft
London

(J Baumer)

Time critical reference

For official Use (08/2005)

Mortgage Section

Post room

THURSDAY



AAJJ73FB

A62

25/09/2008

35

COMPANIES HOUSE

500052/13
395

Short particulars of all the property mortgaged or charged

Please see RIDER 2

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write in
this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Allied Irish Banks, p.l.c.

Date

18th September 2008

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**

Rider to Form M395

Company Name: LEADERS LIMITED

Company Number: 01690574

Rider 1

Amount secured by the mortgage or charge

All present and future moneys, debts and liabilities due, owing or incurred by the Chargor to the Lender on any current or other account or otherwise in any manner whatsoever (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise) (together the "**Liabilities**")

Company Name: LEADERS LIMITED

Company Number: 01690574

Rider 2

Short particulars of all the property mortgaged or charged

1. Fixed Charges

The Chargor, with full title guarantee and as security for the payment of all Liabilities, charges in favour of the Lender

1.1 by way of first legal mortgage, all Real Property in England and Wales belonging to it,

1.2 by way of first fixed equitable charge, all other Real Property now belonging to it and all Real Property acquired by it in the future, and

1.3 by way of first fixed charge, all its present and future

1.3.1 Book Debts,

1.3.2 Investments,

1.3.3 uncalled capital and goodwill,

1.3.4 Intellectual Property,

1.3.5 beneficial interest in any pension fund,

1.3.6 plant and machinery (except that mortgaged or charged by Clause 3(a) or 3(b) of the Security Agreement), and

1.3.7 Insurances and all related proceeds, claims of any kind, returns of premium and other benefits

2. Floating Charge

The Chargor, with full title guarantee and as security for the payment of all Liabilities, charges in favour of the Lender by way of first floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by Clause 3 (*Fixed Charges*) of the Security Agreement).

NOTES

A. The Security Agreement contains the following covenants:

1. Negative Pledge

The Chargor shall not create or permit to subsist any Security over the Charged Assets except for

1.1 the Charges, and

1 2 liens arising by operation of law and in the ordinary course of trading

2. Restriction on Disposals

The Chargor shall not (nor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of the Charged Assets except for a disposal in the ordinary course of trade of assets which are not then subject or expressed to be subject to a fixed Charge and the disposal of which is not prohibited by any Finance Document

B. Definitions

"Bank Accounts" of the Chargor means all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of those accounts

"Book Debts" of the Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Security Agreement

"Finance Document" means.

- (a) any document under which a Liability exists or may exist;
- (b) the Security Agreement,
- (c) any Security Document; and
- (d) any document designated by the Chargor and the Lender as a Finance Document

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus

"Insurances" of the Chargor means all contracts and policies of insurance of any kind now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest

"Intellectual Property" of the Chargor means all patents, designs, copyrights, topographies, trade marks, trading names, rights in confidential information and know-how, and any associated or similar rights, which it now or in the future owns or (to the extent of its interest) in which it now or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same)

"Investments" of the Chargor means

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),

- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and
- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest

“Real Property” means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon).

“Security” means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

“Security Document” means the Security Agreement and any other security document that may at any time be given as security for any of the Liabilities pursuant to or in connection with any Finance Document



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 1690574
CHARGE NO. 15

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY
AGREEMENT DATED 18 SEPTEMBER 2008 AND CREATED BY
LEADERS LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO ALLIED IRISH BANKS
PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT
1985 ON THE 25 SEPTEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 SEPTEMBER
2008

Handwritten signature



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES