

# M

COMPANIES FORM NO 395

**Particulars of a mortgage or charge**

Pursuant to section 395 of the Companies Act 1985

*2/10/08*  
**395**

Please do  
not write in  
this margin

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

To the Registrar of Companies

For Official Use

Company Number

**2**

01985540

Name of company

\*Insert full name of  
company

Trafford Park Printers Limited ("Company")

Date of creation of the charge

22 October 2008

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

Floating Charge (the "Floating Charge")

Amount secured by the mortgage or charge

The Company hereby covenants that it will, on the Trustees' written demand, pay or discharge to the Trustees all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally and in any capacity whatsoever) of the Company to make payments to the Scheme (as defined in the Floating Charge) up to a maximum amount equal to the entire aggregate liability, on the date on which any liability under this Floating Charge arises, of every employer (within the meaning set out in Section 318 of the Pensions Act 2004 and regulations made thereunder) in relation to the Scheme, were a debt under Section 75(2) of the Pensions Act 1995 to have become due on that date, in each case whether on or after such demand

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

The Trustees of the Trafford Park Printers 1990 Pension Scheme ("Trustees")

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

Cobbetts  
No 1 Whitehall Riverside  
Leeds  
LS1 2BN

Ref MJZD/TR462 2

Time critical reference  
MJZDFor Official Use  
Mortgage section

Post Room

FRIDAY



\*AP0U04F0\*

A64

31/10/2008

54

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

The Company, with full title guarantee, charges to the Trustees as security for the payment or discharge of all Secured Sums (as defined in the Floating Charge), by way of floating charge (a) all its Assets (as defined in the Floating Charge), including any Assets comprised within a charge which is reconverted under Clause 4 3 of the Floating Charge, and (b) without exception, all its Assets insofar as they are for the time being situated in Scotland

Notes

Without prejudice to the other matters and covenants contained in the Floating Charge, there are the following provisions to note

**Crystallisation by notice:** The floating charge created by the Company in Clause 3 1 of the Floating Charge may, subject to Clause 4 4, be crystallised into a fixed charge by notice in writing given at any time by the Trustees to the Company after the Floating Charge has become enforceable. Such crystallisation shall take effect over the Assets or class of Assets specified in the notice. If no Assets are specified, it shall take effect over all Assets of the Company

**Future Assets:** Except as otherwise stated in any notice given under Clause 4 1 of the Floating Charge or unless such notice relates to all its Assets, prospective Assets acquired by the Company after crystallisation has occurred under Clause 4 1 shall become subject to the floating charge created by Clause 3 1, so that the crystallisation shall be effective only as to the relevant Assets in existence at the date of crystallisation

**Prohibition:** Save as provided in the Floating Charge, the Company shall not, without the prior written consent of the Trustees create, or agree or attempt to create, or permit to subsist, any Security Interest (as defined in the Floating Charge) ranking in priority to the security created by the Floating Charge

**Appropriation:** The Trustees may, on or at any time after the security constituted by the Floating Charge becomes enforceable, by notice in writing to the Company appropriate with immediate effect any of its Assets comprising financial collateral which is subject to a security financial collateral arrangement (within the meaning of the Financial Collateral Arrangements (No 2) Regulations 2003) and apply it in or towards the discharge of the Secured Sums in such manner as the Trustees may reasonably determine, whether such Assets are held by the Trustees or otherwise

**Continuing security:** The Floating Charge shall be a continuing security for the Trustees, notwithstanding any intermediate payment or settlement of accounts or other matter whatever and shall be in addition to and shall not prejudice or be prejudiced by any right of set-off, combination, lien, or other rights exercisable by the Trustees against the Company or any security, guarantee, indemnity and/or negotiable instrument now or in the future held

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Colberts LLP*

On behalf of the Trustees

Date 30/10/2008

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, e.g. "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.



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

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

**COMPANY NO 1985540  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A FLOATING CHARGE DATED 22  
OCTOBER 2008 AND CREATED BY TRAFFORD PARK PRINTERS  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO THE TRUSTEES OF THE  
TRAFFORD PARK PRINTERS 1990 PENSION SCHEME 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 31 OCTOBER  
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 NOVEMBER  
2008



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES