

# M

COMPANIES FORM No. 395

867600/13

## 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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

112

02066785

Name of company

\* Miramar Investments Limited (the "Company")

Date of creation of the charge

1 August 2008

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

Chattel Mortgage made by the Company in favour of Bank of Scotland PLC (the "Chargee") (the "Chattel Mortgage")

Amount secured by the mortgage or charge

All or any monies and liabilities which will from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Chargee by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not the Chargee shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which the Chargee may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual rates and practice of the Chargee as well after as before any demand made or decree obtained under or in relation to the Chattel Mortgage (the "Secured Obligations")

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

Bank of Scotland PLC, The Mound, Edinburgh

Postcode EH1 1YZ

Presenter's name address and reference (if any)

DWF LLP  
Centurion House  
129 Deansgate  
Manchester  
M3 3AA

PGC/DYB/58500 1334

Time critical reference

For official Use (02/06)  
Mortgage Section

Post room

THURSDAY



A14

\*AY7VB22P\*

07/08/2008

COMPANIES HOUSE

207

Short particulars of all the property mortgaged or charged

The Equipment and all of the right, title, interest and benefit of the Company (present and future, actual and contingent) in and to

- (a) any warranties given by any manufacturer, supplier or other person in relation to the Equipment,
  - (b) any agreement for the repair, overhaul, modification, maintenance or servicing of or to the Equipment, and
  - (c) the Insurances,
- (the "Secured 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

*OWF UP*

Date 6 August 2008

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

A fee is payable to Companies House in respect of each register entry for a mortgage or charge (See Note 5)

Notes

† delete as appropriate

- 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

\* insert full name  
of Company

\* Miramar Investments Limited (the "Company")

## 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)

Definitions

"**Equipment**" means the equipment listed in the Schedule (and, where the context permits, any item of the foregoing) together with all replacements, renewals and component parts thereof and all additions and accessories thereto which form an integral part thereof,

"**Insurances**" means any and all contracts or policies of insurance and reinsurance required to be effected and maintained under the Chattel Mortgage,

"**Security Interest**" means any mortgage, charge, pledge lien or other security interest securing any obligation of any person or any other agreement having similar effect, and

"**Security Period**" means the period beginning on the date of the Chattel Mortgage and ending on the day on which all of the Secured Obligations have been unconditionally and irrevocably paid and discharged in full

Negative Pledge

The Company has undertaken that throughout the Security Period it will not create or permit or suffer to exist any Security Interest over all or any part of the Secured Property

**SCHEDULE**

<b>Make</b>	<b>Model</b>	<b>Serial Number</b>
Latitude Machinery Corp	3 Colour Printer Slotter/RDC model PP3 127-STK Quick Set Fixed Unit Machine	PP3-012



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

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

**COMPANY NO. 2066785  
CHARGE NO. 12**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A CHATTEL MORTGAGE DATED 1  
AUGUST 2008 AND CREATED BY MIRAMAR INVESTMENTS  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO BANK OF SCOTLAND PLC ON  
ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT  
TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE  
7 AUGUST 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 AUGUST 2008

*P. Selc.*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES