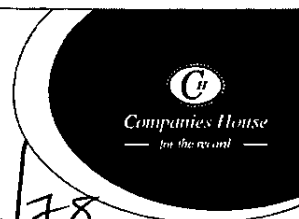


MG01

Particulars of a mortgage or charge



205809/78

A fee is payable with this form
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is NOT for**
You cannot use this form to register
particulars of a charge on a
company. To do this, please use
form MG01s

FRIDAY



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02/07/2010

COMPANIES HOUSE

40

| | | |
|---|--|---|
| 1 Company details | | For official use |
| Company number | 0 2 7 5 1 8 6 4 | Filing in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by * |
| Company name in full | Snowden Commercial Limited | |
| 2 Date of creation of charge | | |
| Date of creation | d 2 d 4 m 0 m 6 y 2 y 0 y 1 y 0 | |
| 3 Description | | |
| Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge' | | |
| Description | A Debenture ('the Debenture') dated 24 June 2010 and made between Snowden Commercial Limited ('the Company') and Adam and Company plc ('Adam') | |
| 4 Amount secured | | |
| Please give us details of the amount secured by the mortgage or charge | | |
| Amount secured | All the Company's liabilities to Adam of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly or with another) together with the Adam's charges and commission and Interest and Expenses ('the Company's Obligations'), where 'Interest' means interest at the rate(s) charged to the Company by Adam from time to time 'Expenses' means all expenses (on a full indemnity basis) incurred by Adam or any receiver at any time in connection with the Property (defined below), or the Company's Obligations or in taking or perfecting the Debenture [Continued] | |
| | | Continuation page Please use a continuation page if you need to enter more details |

MG01 - continuation page

Particulars of a mortgage or charge

| 4 | Amount secured |
|----------------|--|
| Amount secured | <p>Please give us details of the amount secured by the mortgage or charge</p> <p>or in preserving defending or enforcing the security created by the Debenture or in exercising any power under the Debenture or otherwise with Interest from the date they are incurred</p> |

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Particulars of a mortgage or charge

5

Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

| | | | | | | | | | | |
|----------|---------------------|---|---|--|---|---|---|--|--|--|
| Name | Adam & Company plc | | | | | | | | | |
| Address | 22 Charlotte Square | | | | | | | | | |
| | Edinburgh | | | | | | | | | |
| Postcode | E | H | 2 | | 4 | D | F | | | |
| Name | | | | | | | | | | |
| Address | | | | | | | | | | |
| Postcode | | | | | | | | | | |

Continuation page

Please use a continuation page if you need to enter more details.

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

The Company charges with full title guarantee to Adam

- 1 By way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company, and
- 2 By way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Company, and
- 3 By way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Company, and
- 4 By way of fixed charge all the plant and machinery vehicles and computer equipment of the Company present and future not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts, and
- 5 By way of fixed charge all furniture furnishings equipment tools and other chattels of the Company present and future not regularly disposed of in the ordinary course of business, and
- 6 By way of fixed charge all rents receivable from any lease granted out of any freehold and leasehold property of the Company, and
- 7 By way of fixed charge all the goodwill and uncalled capital of the Company present and future, and
- 8 By way of fixed charge all stocks shares and other securities held by the Company from time to time in any subsidiary and all income and rights derived from or attaching to the same, and
- 9 By way of fixed charge all stocks shares and other securities of the Company present and future except those already charged by the above mentioned clause and all income and rights derived from or attaching to the same, and

[continued]

Continuation page

Please use a continuation page if you need to enter more details

MG01 - continuation page

Particulars of a mortgage or charge

| 6 | Short particulars of all the property mortgaged or charged |
|-------------------|---|
| | Please give the short particulars of the property mortgaged or charged |
| Short particulars | <p>10 By way of fixed charge all Intellectual Property Rights (including (without limitation) all rights in patents inventions copyrights design rights trademarks service marks database rights confidential information know-how domain names and business names) choses in action licences and claims of the Company present and future and the insurance policies and proceeds of any insurance from time to time affecting the Property (the whole and any part of the undertaking property and assets of the Company charged by the Debenture ('the Property')), and</p> <p>11 By way of fixed charge the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with Adam or any third party, and</p> <p>12 By way of fixed charge all book debts and other debts of the Company present and future and the proceeds of payment or realisation of each of them until the receipt of the proceeds from time to time into an account in accordance with Clause 4 2 of the Debenture, and</p> <p>13 By way of fixed charge all funds standing to the credit of the Company from time to time on any account with Adam or any other bank or financial institution or organisation including all receipts from time to time paid into an account in accordance with Clause 4 2 of the Debenture provided that Adam may without prejudice to the Debenture permit the Company to make withdrawals from time to time, and</p> <p>14 By way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under the Debenture</p> |

MG01

Particulars of a mortgage or charge

| | | |
|----------------------------------|---|--|
| 7 | Particulars as to commission, allowance or discount (if any) | |
| | <p>Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p> | |
| Commission allowance or discount | NIL | |
| 8 | Delivery of instrument | |
| | <p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)</p> <p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)</p> | |
| 9 | Signature | |
| Signature | <p>Please sign the form here</p> <p>Signature</p> <p>X Reed South X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p> | |

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **Charles Bezzant**

Company name **Reed Smith LLP**

Address **The Broadgate Tower**

20 Primrose Street

Post town **London**

County/Region

Postcode **E C 2 A 2 R S**

Country

DX **DX 1066 City**

Telephone **0203 116 3000**



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



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

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 2751864
CHARGE NO. 14

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 24 JUNE 2010
AND CREATED BY SNOWDEN COMMERCIAL LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO ADAM & COMPANY PLC ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 2 JULY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 JULY 2010

OK



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES