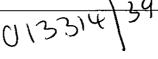
In accordance with
Section 860 of the
Companies Act 2006





Particulars of a mortgage or charge

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 fo You cannot use this form to particulars of a charge for a company To do this, pleas form MG01s

16/02/2011 **COMPANIES HOUSE** AA6SZRKS 211 11/02/2011 DANIES HOUSE

		COMPANIES	
1	Company details	8 For official use	
Company number	0 2 8 4 5 7 5 7	Filling in this form Please complete in typescript or in bold black capitals	
Company name in full	Technocover Limited (the "Company")		
		All fields are mandatory unless specified or indicated by *	
2	Date of creation of charge		
Date of creation	d 0 d 9 m 2 y 2 y 0 y 1 y 1		
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 chattel mortgage dated 9 February 2011 between (1) Barclays Bank PLC (the "Bank") (the "Mortgage")	the Company and (2)	

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

All monies and liabilities which shall at the date of the Mortgage and thereafter (and whether on or at any time after demand) be due owing or incurred to the Bank by the Company whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety and including interest discount commission or other lawful charges and expenses which the Bank in the course of its business charge in respect of any of the matters aforesaid or for keeping the Company's account and so that interest shall be computed and compounded according to the usual mode of the Bank as well after as before any demand made or judgment obtained under the Mortgage

Continuation page

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

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	Continuation page Please use a continuation page if you need to enter more details
Name	Barclays Bank PLC	
Address	1 Churchill Place	
	London	
Postcode	E 1 4 5 H P	
Name		
Address		
Postcode		
6	Short particulars of all the property mortgaged or charged	•
	Please give the short particulars of the property mortgaged or charged	Continuation page Please use a continuation page if you need to enter more details
	terms of the Mortgage to be paid or discharged by the property described in the schedule to the Mortgage (the schedule to this form) (the "Mortgaged Property" Bank absolutely but subject nevertheless to reassign discharge to the Bank of all moneys and liabilities or discharged. NB The attached schedule contains covenants by and Chargor which protect and further define the charges read as part of the charges created. During the continuance of security consituted by the hiring granting or agreeing to grant leases of the Many part of the Mortgaged Property shall be capable the Company without the previous consent in writing	set out in Part I to) to hold unto the ment upon payment or covenanted to be paid restriction on the and which must be Mortgage no power of lortgaged Property or of being exercised by

Particulars of a mortgage or charge

Particulars as to commission, allowance or discount (if any)

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

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance None or discount

Delivery of instrument

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)

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)

Signature

Please sign the form here

Signature

Signature

nsent Masons (UP

X

This form must be signed by a person with an interest in the registration of the charge

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 James Cameron		
Company name Pinsent Masons LLP		
Address 3 Hardman Street		

Posttown Manchester

Μ

County/Region

Country

DX 14490 Manchester 2

Telephone 0161 250 0152

✓ 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

AU

✓ 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 instrume
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 Ireland¹
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

i 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

SCHEDULE

PART I

THE MORTGAGED PROPERTY

Man L20 Lorry	T764 EUB
Man M2000	X201 NWX
Citroen Beringo	
	DX51 NRL
Daf Lorry JA Davies	S282 ARP
	T217 NNT
Control Techniques Ford van	L830 KAW
Ford Fiesta Finesse	X797 HDW or X797HWD
Isuzu 4x4	CP03 ETU
Ford Transit	MM03 NKG
Ford Transit	MM03 NKF
Vauxhall Vectra Sxi 2 2	CV53 KWZ
Lorry MAN14224	Y8 SJH
Lorry iveco	N171 5JF or N171 SJF
Mini bus	VK03 FUH
Astra	CU02 LGX
Transit van DN54 ETE	DN54 ETE
Transit van DN54 ETR	DN54 ETR
Ford Ranger	EA02UBY
Built Flat body Scania	CU54 BNO
Scania	CU54 BNO
Jaguar S Type 2 7	YT55 XBX
Ford Transit 350 LWB	MM55 ZFT or MV55 ZFT
VW Golf Tdı	CV55 WEJ
Vauxhali	CX55 PDV
Astra	CV06 EWO
Astra	CV06 EWP
Daf	DX06 GPO
Laguna	R450 NEP
HIAB (addition to Scania)	CU54 BNO
Iveco 78 E17 Lorry	LK54 EFN
Ford Transit	CY57 DVG
Vito Van	KP08 PXF
Ford Ranger	CV07 MVZ
BMW 525d M Sport	YS08 FZT
Ford Transit 350 LWB	FY58 CNZ
Ford Transit 350 LWB	FY58 CDN
Ford Mondeo	CP08 EZT
Ford Mondeo	CP08 EZN
Ford Mondeo	CP08 EZL
Truck TGM	MX58 OEG
Ford Focus	CV09 SPX
Ford Mondeo	CV09 CUO
1 Old Molideo	1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0

Ford Transit	FX59 XLU	

PART II

COVENANTS AND RESTRICTIONS

Page break.

- 1 Under clause 5 of the Mortgage the Company covenanted with the Bank that during the continuance of the security constituted by the Mortgage the Company will -
- 1 1 keep the mortgaged property in good repair and in good working order and condition and will not remove the mortgaged property or any part thereof from the premises where it now is or to which (with the consent of the Bank) it may hereafter be removed without the prior written consent of the Bank,
- 1 2 permit any person appointed by the Bank at all reasonable times to enter the premises where the mortgaged property is situated to view and inspect the mortgaged property,
- ensure that in so far as the mortgaged property is affixed to any land or building all reasonable steps are taken as are necessary to prevent title to the mortgaged property passing to the owner of the said land or building,
- 1 4 keep the mortgaged property free from liens distress execution or other legal process,
- not make any alterations to the mortgaged property if as a result of such alterations the value of the mortgaged property is reduced,
- Insure and keep insured with an insurance office approved in writing by the Bank and if so required by the Bank in the joint names of the company and the Bank the mortgaged property against loss or damage by fire and such other risks as the Bank may from time to time require to the full replacement value thereof and will duly pay all premiums and other moneys necessary for effecting and keeping up such insurances and will on demand produce to the Bank the policies of such insurance and the receipts for such payments and if default shall at any time be made by the Company in effecting or keeping up such insurance as aforesaid or in producing any such policy or receipt to the Bank on demand the Bank may take out or renew such insurances in any sum which the Bank may think expedient and all moneys expended by the Bank under this provision shall be deemed to be properly paid by the Bank,
- forthwith notify the Bank of the loss or destruction of or any damage to the mortgaged property,
- take whatever steps the Bank may reasonably require in connection with the perfecting or enforcing of the security constituted by the Mortgage, and
- promptly on demand supply the Bank with any information in connection with the mortgaged property which the Bank may reasonably require
- 2 Under clause 7 of the Mortgage the Company further covenanted to indemnify the Bank against all actions claims and demands which may be made against the Bank

and which arise in any way out of the possession or use of the mortgaged property by the Company

- Under clause 8 of the Mortgage at any time after the Bank shall have demanded payment of any moneys hereby secured the Bank may -
- take possession of collect and get in all or any part of the mortgaged property and for that purpose to take any proceedings in the name of the Company or otherwise as the Bank shall think fit,
- sell or otherwise dispose of all or any part of the mortgaged property in such manner and generally on such terms and conditions as the Bank shall think fit,
- make any arrangement or compromise in respect of the mortgaged property as the Bank shall think fit,
- make and effect all repairs improvements and insurances to the mortgaged property,
- appoint agents for the aforesaid purposes at such salaries as the Bank may determine, and
- do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which the Bank may lawfully do
- 4 Under clause 13 of the Mortgage, during the continuance of the security created thereby, no power of granting or agreeing to grant leases of the mortgaged property or any part thereof shall be capable of being exercised by the Company without the previous consent in writing of the Bank



OF A MORTGAGE OR CHARGE

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

COMPANY NO. 2845757 CHARGE NO. 8

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHATTEL MORTGAGE DATED 9 FEBRUARY 2011 AND CREATED BY TECHNOCOVER LTD. FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 16 FEBRUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 FEBRUARY 2011





