

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

Pursuant to section 395 of the Companies Act 1985

011479/13

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

For official use

Company number

[] [] [] [] [] []

03425946

Name of company

* Bertram Trading Limited (the "Company")

Date of creation of the charge

30 May 2008

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

05 A Debenture dated 30 May 2008 and made between the Company and LTSBCF (as described below) (the "Debenture")

Amount secured by the mortgage or charge

4 x 10 All monies (in whatever currency), obligations and liabilities which are from time to time due, whether actually or contingently, solely or jointly and whether as principal or surety together with all Expenses (as therein defined) and all amounts owing in respect of Indemnified Events (as therein defined) plus, in each case, interest at the rate agreed with the Company, owing or incurred by the Company to LTSBCF (described below) under or pursuant to and including without limitation the following

(a) a debt purchase agreement dated 27 March 2007 and made between the Company and LTSBCF

(b) a book debts debenture dated 27 March 2007, and

(c) this Debenture

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

Lloyds TSB Commercial Finance Limited (Company Number 733011) whose registered office is at Boston House, The Little Green, Richmond, Surrey ("LTSBCF")

Postcode TW9 1QE

Presentor's name address and
reference (if any)

Wragge & Co LLP
3 Waterhouse Square
142 Holborn
London
EC1N 2SW

Ref 1989711

Time critical reference

For official Use (06/2005)

Mortgage Section

TUESDAY



A10DD09A

A09

03/06/2008

133

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see appendix 1

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

Particulars as to commission allowance or discount (note 3)

Signed

Wingate LLP.

Date *02 June* 2008

On behalf of ~~[company]~~ ~~[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

Form 395 - Bertram Trading Limited (the "Company")

(Company number: 03425946)

01-60

Appendix 1

1 1 As continuing security for the payment and/or discharge of the Secured Liabilities, the Company with full title guarantee charges to LTSBCF

- 1 1 1 by way of **legal mortgage**, the property (if any) described in Schedule 2 of the Debenture,
- 1 1 2 by way of **fixed charge** any freehold or leasehold property (excluding any property charged by clause 2 1 1 of the Debenture) now and in the future owned by the Company or in which the Company may have an interest,
- 1 1 3 by way of **fixed charge**, all buildings, fixtures and fittings (including trade fixtures and fittings) from time to time in, on or attached to any of the Company's freehold or leasehold property,
- 1 1 4 by way of **fixed charge**, all the Company's plant, machinery, vehicles, computer equipment, furniture, tools and other equipment not disposed of in the ordinary course of the Company's business and all spare parts, replacements, modifications and additions for or to such Equipment and the benefit of all manuals, instructions, warranties and maintenance agreements relating to such Equipment,
- 1 1 5 by way of **fixed charge**, all the Company's goodwill and uncalled capital present and future,
- 1 1 6 by way of **fixed charge**, all the Company's Intellectual Property from time to time not disposed of in the ordinary course of the Company's business,
- 1 1 7 by way of **fixed charge**, all Securities from time to time owned by the Company or in which it has an interest,
- 1 1 8 by way of **fixed charge**, all loan capital, indebtedness or liabilities on any account or in any manner owing to the Company from any Subsidiary of the Company or a member of the Company's Group,
- 1 1 9 by way of **fixed charge**, all the Company's rights and claims (including to the return of premiums) under all insurance policies in which the Company has an interest from time to time, but no **fixed charge** shall be created over any insurance policies in connection with any of the Invoices or Related Rights, and
- 1 1 10 by way of **floating charge**, all the Company's property, assets and rights from time to time not subject to a fixed charge under this Debenture (including any property or assets situated in Scotland), but no **floating charge** shall be created under this Deed over any of the Invoices or Related Rights
- 1 2 The floating charge created by Clause 2 1 10 of the Debenture is a qualifying floating charge in accordance with paragraph 14 of Schedule B1 Insolvency Act
- 1 3 The floating charge created by the Debenture will automatically without notice be converted into a fixed charge over those assets concerned
 - 1 3 1 if, without LTSBCF's prior written consent, the Company creates or attempts to create any Security Interest (other than a Permitted Security Interest) over all or any of its assets charged by way of floating charge, or
 - 1 3 2 if any person levies or attempts to levy any distress, execution or other process against such assets but conversion will only take place in respect of the relevant assets, or
 - 1 3 3 if any person presents a petition to wind up the Company or applies for an administration order, or
 - 1 3 4 upon the enforcement of this Debenture

- 1 4 LTSBCF may by notice to the Company at any time convert the floating charge created by Clause 2 1 10 of the Debenture into a fixed charge as regards any of the Charged Assets specified in the notice if

1 4 1 a Default has occurred and is continuing, or

1 4 2 LTSBCF considers any Charged Asset subject to such floating charge to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in immediate jeopardy, or

1 4 3 LTSBCF considers that such conversion is desirable in order to protect the value of the Charged Assets or the priority of its Security Interest

2 RESTRICTIONS

- 2 1 The Company agrees with LTSBCF that it will not, without LTSBCF's prior written consent (not to be unreasonably withheld or delayed)

2 1 1 create or permit to subsist, in favour of any person other than LTSBCF, any Security Interest on the Charged Assets, except for any Permitted Security Interest,

2 1 2 Dispose or agree to Dispose of any Charged Assets charged by way of fixed charge (other than by way of a Permitted Disposal),

2 1 3 Dispose of any Charged Assets charged by way of floating charge other than in the ordinary course of business or by way of a Permitted Disposal

- 2 2 The Company consents to LTSBCF applying to the Land Registry in form RX1 to register the following restriction against each of the titles specified in Schedule 2 of the Debenture or which is the subject of first registration of title

"RESTRICTION

No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge in the debenture dated _____ in favour of Lloyds TSB Commercial Finance Limited referred to in the charges register or its solicitors"

3 DEALINGS WITH BANK ACCOUNTS

- 3 1 The Company agrees with LTSBCF that, until the Debenture is discharged, it will upon crystallisation of the floating charge in clause 2 1 10 of the Debenture not pay or otherwise deal with the monies in any of the Company's bank accounts except in accordance with any written directions LTSBCF may give from time to time (subject to any rights which the bank at which the account is held has in respect thereof)

Schedule 2

Freehold Property

The freehold property with title number WYK617795

Definitions and Interpretation

Debenture means the debenture dated 30 May 2008 and made between the Company and LTSBCF

All other capitalised words in this appendix have the same meaning set out in the Debenture



FILE COPY

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

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

**COMPANY NO. 3425946
CHARGE NO. 11**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 30 MAY 2008
AND CREATED BY BERTRAM TRADING LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO LLOYDS TSB COMMERCIAL FINANCE LIMITED
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 3 JUNE 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 JUNE 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES