

M

COMPANIES FORM No. 395

3687118/104

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

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



3573561

Name of company

* Credential AWS Limited ("**Company**")

Date of creation of the charge

21/10/2008

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

Mortgage debenture ("**Debenture**") dated 21 October 2008 and entered into between (1) the Company and (2) Nicholas Wyatt as the Beneficiary ("**Beneficiary**")

Amount secured by the mortgage or charge

All liabilities or liability whatsoever now or hereafter due, owing or incurred to the Beneficiary by the Debtor (as defined below) or the Company under the Loan Agreement (as defined below) or any guarantee or debenture granted by any Group Company (as defined below) or any other document intended to secure the obligations under the Loan Agreement ("**Secured Liabilities**")

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

Nicholas Wyatt of 25 South Drive, Harrogate, North Yorkshire
Postcode HG2 8AT

Presenter's name address and reference (if any)

DLA Piper UK LLP
Princes Exchange
Princes Square
LEEDS
LS1 4BY

PHK/70875/120018/21544194 1

Time critical reference

For official Use (02/06)
Mortgage Section

FRIDAY



A80 31/10/2008 308
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please do not write in this margin

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

1 The Company with full title guarantee hereby charges to the Beneficiary as a continuing security for the payment and/or discharge of the Secured Liabilities -

(a) by way of first legal mortgage all the freehold and leasehold property of the Company the title to which is registered at the Land Registry and which is described opposite its name in the Schedule to the Debenture together with all present and future buildings, fixture (including trade fixtures) and fixed plant and machinery from time to time thereon,

(b) by way of first legal mortgage all other freehold and leasehold property of the Company now vested in it (whether or not registered at the Land Registry) together with all present and future buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon,

(Continued on page 3)

Particulars as to commission allowance or discount (note 3)

Nil

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

Signed *DIA Piper UK LLP*

Date *29/10/2008*

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

† 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**

Company number

3573561

Name of company

*insert full name of Company

* Credential AWS Limited ("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)

(c) by way of first fixed charge

- (i) all future freehold and leasehold property of the Company together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon,
- (ii) all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land,
- (iii) all rent receivable from any lease granted out of any freehold or leasehold property present and future vested in or charged to the Company or in which it otherwise has an interest,
- (iv) the benefit of all other agreements relating to land which the Company is or may become party or otherwise entitled,
- (v) all plant and machinery of the Company now or in the future attached to property which is charged by the foregoing provisions of clause 3 1 of the Debenture (as described in this paragraph 1),
- (vi) all present and future uncalled capital and goodwill of the Company,
- (vii) all patents, utility models, trade marks and service marks (whether registered or not), brand and trade names, registered and unregistered design rights, rights in passing off, database rights, copyrights, computer programs, inventions, confidential information, know-how, trade secrets and all other intellectual or intangible property or rights in each case now or in the future held by the Company (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of, and any and all applications for the protection thereof and all licences agreements and ancillary and connected rights and benefits including all royalties fees and other income from the same both present and future of the Company,
- (viii) the benefit of all agreements and licences now or in the future entered into or enjoyed by the Charging Company in any part of the world of any such rights as are referred to in clause 3 1(c)(vii)

Name of company

*insert full name
of Company

* Credential AWS Limited ("Company")

of the Debenture (as described at paragraph 1(c)(vii) above) but owned by others,

- (ix) all rights and interests in and claims under all present and future contracts or policies of insurance now or in the future held by or insuring to the benefit of the Company which relate to any asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by clause 3 1(a), 3 1(b) or 3 1(c) of the Debenture (described at paragraph 1(a), 1(b) and 1(c)) (including all money payable under such contracts and policies),
 - (x) all rights and interests and claims under all other present and future contracts of insurance or assurance in which the Company now or hereafter has an interest and all monies from time to time payable thereunder including any refund of premiums,
 - (xi) all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights, money or property of a capital nature at any time accruing or offered in relation to them, whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise,
 - (xii) all rights, money or property of an income nature at any time accruing or payable in relation to the stocks, shares and other securities charged by clause 3 1(c)(xi) of the Debenture (paragraph 1(c)(xi) above), whether by way of dividend, distribution, interest or otherwise,
 - (xiii) the benefit of all warranties, instruments, guarantees, charges, pledges and other security and all other rights and remedies available to the Company in respect of any of the assets secured by fixed charge under the Debenture,
 - (xiv) all present and future bank accounts, cash at bank and credit balances of the Company (excluding those arising on fluctuating accounts) with any bank or other person whatsoever and all rights relating or attaching to them (including the rights to interest),
 - (xv) all rights or property accruing or payable to the Company now or in the future under or by virtue of an asset secured by a fixed charge under the Debenture except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the foregoing provisions of clause 3 1 of the Debenture (paragraph 1 of this document), and
 - (xvi) all book and other debts of the Company whether now or hereafter existing and whether presently payable or hereafter falling due for payment and all things in action due or owing or which may become due or owing to or purchased or otherwise acquired by the Company and the full benefit of all rights and remedies relating thereto,
- (d) by way of floating charge the whole of the undertaking of the Company and all its other property and assets whatsoever and wheresoever both present and future other than the property and assets effectively charged to the Beneficiary by way of legal mortgage or fixed charge by the Debenture
- (e) The Company with full title guarantee assigns as a continuing security for the payment or discharge of the Secured Liabilities in favour of the Beneficiary (subject to the right of the Company to require the re-assignment of it upon payment or discharge in full of the Secured Liabilities) (insofar as they are capable of being assigned by way of security) all the rights, title and interest of the Company in and to any agreement to which the Company is a party except to the extent that it is subject to any fixed charge created under any other provisions of the Debenture

Name of company

*insert full name
of Company

* Credential AWS Limited ("Company")

Note 1

The Debenture contains the following restrictive covenants

The Company shall not without the prior written consent of the Beneficiary

- (a) create or attempt to create or permit to subsist any Encumbrance (as defined below) over all or any of its assets,
- (b) sell lease licence or otherwise dispose of any property or the whole or a substantial part of the undertaking of the Company or cause or permit any right over the Charged Property (as defined below) to be acquired by any third party but so that the Company may dispose of the Charged Property subject to the floating charge contained in the Debenture while the floating charge remains uncrystallised by sale at arms length in the usual course of the Company's day-to-day business,
- (c) exercise the statutory powers of leasing or accepting surrenders of leases nor grant any right to occupy or share occupation of any property nor agree to do any of such things,
- (d) make any material alterations or additions to or change the authorised use of any Charged Property,
- (e) allow any person other than itself to be registered under the Land Registration Act 2002 as proprietor of any of its properties (or any part of them) or create or permit to arise any overriding interest (as specified in Schedule 1 or Schedule 3) to the Land Registration Act 2002) affecting any such property

Note 2

The Company further covenants that

- (a) the floating charge created by the Debenture shall automatically crystallise and be converted into a specific fixed charge over the assets and undertaking of the Company upon the occurrence of an Event of Default (as defined in the Debenture) and/or if any subsequent floating charge is crystallised into a fixed charge, and
- (b) the Beneficiary may at any time by notice in writing to the Company declare that the floating charge created by the Debenture shall be converted into a fixed charge over all or such part of the assets and undertaking as may be specified in the notice

Note 3

The Debenture contains the power to appoint a receiver

Note 4

The Debenture contains a power of attorney in favour of the Beneficiary and receiver

Definitions

The terms used in this Companies House Form 395 have the meanings set out below

"Charged Property" means all and every part of the property assets and undertaking of the Company charged by the Debenture,

"Debtor" means Credential Environmental Limited (company registration number SC223342),

"Encumbrance" means any mortgage, charge (whether fixed or floating, legal or equitable), pledge,

Company number

3573561

Name of company

*insert full name
of Company

* Credential AWS Limited ("Company")

hypothecation, lien, assignment by way of security, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

"Group Company" means CE Holdings Limited, any parent company of CE Holdings Limited, the subsidiaries any other subsidiary or subsidiary undertakings of CE Holdings Limited or any such parent company, each of its parent undertaking, the subsidiaries and each of its and their respective subsidiary undertakings,

"Loan Agreement" means the loan agreement dated 21 October 2008 entered into between (1) the parties detailed therein as lenders and (2) Credential Environmental Limited as borrower



FILE COPY

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

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

COMPANY NO. 3573561

CHARGE NO. 14

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE DATED
21 OCTOBER 2008 AND CREATED BY CREDENTIAL AWS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE DEBTOR OR THE COMPANY TO NICHOLAS
WYATT 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 4 NOVEMBER
2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES