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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

CHFP000

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Please do not
Write in
This margin

Pursuant to Section 395 of the Companies Act 1985

700747/10

Please complete
Legibly, preferably
In black type, or
Bold block lettering

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

For official use

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Company Number

04265483

* insert full name
of Company

Name of Company

* COMPASS COSTS CONSULTANTS LIMITED

Date of creation of the charge

27 JULY 2004

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

ALL ASSETS DEBENTURE ("the Debenture")

Amount secured by the mortgage or charge

All the monies which now or at any time in the future may be owing, due or incurred by the Company to the Security Holder (as defined below) in any manner and for any reason on any account, whether actual or contingent, whether as principal or surety, whether alone or jointly with any other person or on any partnership account and whether or not any of them have or has fallen due or become payable and whether or not default shall have been made in respect thereof; including, whether now or in the future:

1. all monies due or payable under the Financing Agreement (as defined below) or by virtue of any guarantee of indemnity given by the Company to the Security Holder;
 2. all advances which the Security Holder has made or shall make to the Company;
- (Please see Continuation Sheet)

Names and addresses of the mortgagees or persons entitled to the charge ("the Security Holder")

Bibby Factors Manchester Limited**105 Duke Street****Liverpool**Post Code **L1 5JQ**

Presentor's name address and
reference (if any)

BIBBY FACTORS MANCHESTER LTD
SUITE E, MAGNETIC HOUSE
WATERFRONT QUAY
SALFORD QUAYS, MANCHESTER,
M50 3XW

Time critical reference

For official Use
Mortgage Section

Post room



A16
COMPANIES HOUSE

0541
28/07/04

Short particulars of all the property mortgaged or charged

- 1) a fixed charge by way of legal mortgage on all freehold and leasehold property owned by the Company, including but not limited to all unregistered land of the Company and all land which the Company is registered as proprietor at H.M. Land Registry and all buildings, structures, fixtures and fittings (including trade and tenant's fixtures and fittings) now or at any time hereafter thereon;
- 2) a fixed charge on all of the following assets, whether now or in future belonging to the Company:
- (i) the freehold and leasehold properties of the Company not effectively mortgaged under paragraph 1 above including such as may be acquired after the date of the Debenture;
 - (ii) all buildings, structures, fixtures and fittings (including trade fixtures and fittings) now or any time in, on or attached to the property subject to the fixed charge under paragraph 1 above;

(Please see Continuation Sheet)

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)

NONE

A fee of £10 is Payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Signed



Date

27/1/04

On behalf of [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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House Crown Way Cardiff CF14 317

**Particulars of a mortgage or charge
(continued)**

Please do not
write in this
binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

Company number

04265483

*Please complete
Legibly, preferably
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Bold block lettering*

* delete if
inappropriate

Name of company

COMPASS COSTS CONSULTANTS LIMITED

* 27 JULY 2004

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

*Please complete
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3. any indebtedness now or hereafter to be incurred by the Security Holder for or at the request of the Company, including all monies which the Security Holder shall pay or become liable to pay for on account of the Company or any other person at the request or order of the Company or under its authority, either alone or jointly with any person and whether or not by any of the following:
- 3.1 the Security Holder making direct advances;
 - 3.2 the Security Holder drawing, accepting, endorsing, paying or discounting any Remittances (as defined below);
 - 3.3 the Security Holder entering into any bond, guarantee, indemnity or letter of credit;
 - 3.4 the Security Holder confirming orders; or
 - 3.5 the Security Holder otherwise accepting any other liability for and on behalf of the Company;
4. all monies which the Security Holder can charge to the Company and all costs charges and expenses incurred by the Security Holder after default in payment of any such monies or of breach by the Company of any of the provisions of the Debenture;
5. the charges of surveyors and/or solicitors instructed by the Security Holder in connection with any part of the Mortgaged Property (as defined below);
6. all costs and charges and expenses which the Security Holder may from time to time incur in:
- 6.1 stamping, perfecting, registering or enforcing the security;
 - 6.2 the negotiations for the preparation and execution of the Debenture, or the Financing Agreement or any guarantee, indemnity, priority arrangement, waiver or consents in respect of them;
 - 6.3 obtaining payment or discharge of Secured Obligations (as defined by this section);
 - 6.4 paying any rent, rates, taxes or outgoings for the Mortgaged Property;
 - 6.5 insuring, repairing, maintaining managing or realising any part of the Mortgaged Property;
 - 6.6 the preservation or exercise of any rights under or in connection with the Debenture or any attempt to do so;
 - 6.7 giving a discharge or release of the security;
 - 6.8 dealing with or obtaining advice about any other matter or question arising out of or in connection with the Debenture
- with the intention that the Security Holder shall be afforded a full complete and unlimited indemnity against all costs, charges and expenses paid or incurred by it and whether arising directly or indirectly in respect of this security or of any other security held by the Security Holder;
7. all monies expended by any attorney appointed in exercising his powers; and
8. interest on all monies due and owing to the Security Holder at such rate as may from time to time be payable pursuant to any agreement relating thereto.

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Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

*Please complete
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- (iii) all plant and machinery and other equipment and all spare parts, replacements, modifications and additions for or to the same and the benefit of all obligations and warranties given by any manufacturer or supplier of the same to or in favour of the Company and the benefit of all maintenance agreements relating thereto entered into between the Company and any third party;
- (iv) all plant, machinery and other equipment, whether or not attached to the property referred to in paragraph 1 or 2 or otherwise, including all spare parts, replacements, modifications and additions for or to the same and the benefit of all obligations and warranties given by any manufacturer or supplier of the same to or in favour of the Company and the benefit of all maintenance agreements relating thereto entered into between the Company and any third party;
- (v) all goodwill, unpaid and/or uncalled capital of the Company;
- (vi) all the Company's Intellectual Property (as defined below);
- (vii) all the Company's Securities (as defined below);
- (viii) all loan capital, indebtedness or liabilities on any account or in any manner owing to the Company from any Subsidiary (as defined below) of the Company or a member of the Company's Group (as defined below);
- (ix) all amounts realised by an administrator or liquidator of the Company, upon enforcement or execution of any order of the Court under Part IV of the Insolvency Act 1986.
- 3) a fixed charge upon all or any of the following assets, whether now in existence or coming into existence in future:
 - (i) all documents of title to any item of property which at any time and for any purpose has been or may be deposited with the Security Holder;
 - (ii) the assets mentioned in the title documents referred to in the immediately preceding sub-paragraph;
 - (iii) all monies in the bank account under the control of the Security Holder into which debtors are instructed to pay remittances in respect of the Company's Other Debts (as defined below) and Remittances in respect of which instructions to the Company's bankers have been given by the Company acting in accordance with the directions of the Security Holder;
 - (iv) all Remittances in respect of the Company's Other Debts which shall be received at such address, or post office box under the control of the Security Holder or to such person employed by or only accepting instructions from the Security Holder as the Security Holder may specify;
 - (v) All other Remittances in respect of Other Debts and Non-Vesting Debts (as defined below) received by the Company pending their being dealt with in accordance with the terms of the Debenture or any instructions given in accordance with it;
 - (vi) Any account in the name of the Company under the control of or operated in accordance with the directions of the Security Holder.

(Please see Continuation Sheet)

**Particulars of a mortgage or charge
(continued)**

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Continuation sheet No 2
to Form No 395 and 410 (Scot)

Company number

04265483

*Please complete
Legibly, preferably
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Bold block lettering*

Name of company

* delete if
inappropriate

COMPASS COSTS CONSULTANTS LIMITED

27 JULY 2004

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

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- 4) a fixed charge on all the Company's Other Debts and Non-Vesting Debts, present and future;
- 5) a floating charge on such of the monies present and future which the Company may receive in respect of the Company's Other Debts and Non-Vesting Debts and which, until any direction from the Security Holder to the contrary, are paid into the bank account of the Company and which upon such payment will be released from the fixed charge thereon;
- 6) a floating charge on the remainder of the undertaking, property, rights and assets of the Company whatsoever and wheresoever, both present and future, not subject to the above charges.

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Note 1: The Company, inter alia, agrees with the Security Holder that, whilst the Debenture exists, it:

- (a) will deal with the Non-Vesting debts and their related rights and their related rights purchased by the Security Holder under the Financing Agreement and in particular will not bank or deal with Remittances in respect of them except by dealing with them in accordance with the Financing Agreement;
- (b) will not sell, transfer, lease, licence or dispose of the Mortgaged Property subject to the floating charges herein, except by way of sale at full value in the ordinary course of its business being carried on at the date of the Debenture;
- (c) will not sell, transfer, lease, licence or dispose of the Mortgaged Property subject to the fixed charges contained in the Debenture without the prior written consent of the Security Holder but such restriction shall not prohibit the disposal of an asset (other than freehold or leasehold property) for the propose of its immediate replacement, modification, repair and/or maintenance;
- (d) will deal with the Company's Other Debts outstanding and Remittances in accordance with the Security Holder's written directions; until such directions are given will deal with the Company's Other Debts by way of getting in and realising the same in the ordinary course of its business;
- (e) will only pay or otherwise deal with the monies in any of the Company's bank accounts in accordance with the written directions from time to time given by the Security Holder; and
- (f) will not, charge, sell, discount, factor, dispose of or, except in accordance with the Debenture, otherwise deal with its Other Debts or the relative Remittances unless it has the prior written consent of the Security Holder.

Note 2: The Debenture includes a power of Attorney.

Note 3: The Debenture includes a power to appoint a receiver or an administrator of the Company.

Note 3: Definitions

"Financing Agreement" means the agreement for the sale and purchase of debts and/or a conditional sale agreement and/or any other type of agreement between the Company and the Security Holder and any amendments or alterations to it or them and any replacement of it which may be agreed between the parties;

"Group" means (in relation to any company), that company, the company and its Subsidiaries, its holding company (as defined in section 736 of the Companies Act 1985) and the Subsidiaries of that holding company;

Please see continuation sheet

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 2
to Form No 395 and 410 (Scot)

Company number

04265483

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Name of company

* COMPASS COSTS CONSULTANTS LIMITED

27 JULY 2004

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

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"Intellectual Property" means all present or future legal and/or equitable interests of the Company (including, without limitation, the benefit of all licences or consents in any part of the world) in or relating to all patents (including applications, improvements, prolongations, extensions and right to apply therefore) designs (whether registered or unregistered) copyrights, design rights, trade marks and service marks (whether registered or unregistered) utility models, trade and business names, knowhow, formulae, inventions, confidential information, trade secrets, domain names, database rights and computer software programs and systems in any part of the world and all fees, royalties or other rights derived from or incidental to any of the foregoing in any part of the world;

"Mortgaged Property" means the subject matter of the mortgages and charges (or any part of them, if the context so allows) created by the Debenture (as set out in paragraphs 1 and 2 above);

"Non-Vesting Debts" means all or any debts of the Company to be purchased by the Security Holder pursuant to the Financing Agreement but which fail to vest absolutely and effectively in the Security Holder for any reason, together with the related rights to such debts;

"Other Debts" means all present and future book and other debts of the Company and all sums due or owing or accruing due and owing to the Company whether or not on account of its trading both present and future except:

1. Non-Vesting Debts; and
2. any debts whilst they remain absolutely and effectively vested in or held on trust for the Security Holder under the Financing Agreement and whether such vesting results from a legal or equitable assignment;

"Remittances" means cash, cheques, bills of exchange, negotiable and non-negotiable instruments, letters of credit, orders, drafts, promissory notes, electronic payments and other instruments, methods of form of payment or engagement;

"Securities" means all stocks, shares, debentures, warrants, coupons, negotiable instruments, certificates of deposit, bonds or other securities or "investments" (as defined by part II of Schedule II to the Financial Services and Markets Act 2000 in force at the date of the Debenture) of any kind whatsoever and whether marketable or otherwise and all other interests therein (including but not limited to loan capital), now or in the future owned by the Company (either legally or beneficially) and includes all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property offered at any time by way of dividend, conversion, redemption, bonus, preference, option or otherwise in respect thereof;

"Subsidiary" means:

1. a subsidiary within the meaning of section 736 of the Companies Act 1985; and
2. unless the context otherwise requires, a subsidiary undertaking within the meaning of sections 258-260 of the Companies Act 1985 as substituted by section 21 of the Companies Act 1989.

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binding margin

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04265483

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ALL ASSETS DEBENTURE DATED THE 27th JULY 2004 AND CREATED BY COMPASS COSTS CONSULTANTS LTD FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BIBBY FACTORS MANCHESTER LIMITED 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 28th JULY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30th JULY 2004.

[Handwritten signature]



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —