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**CHFP025**

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\*insert full name  
of Company

**COMPANIES FORM No. 395****Particulars of a mortgage or charge**

134383/13

# 395

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[1][2]

04576986

Name of company

\* HUNT & KEAL LIMITED

Date of creation of the charge

22 August 2006

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

Debenture

Amount secured by the mortgage or charge

all or any monies and liabilities which will from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Chargee by the Company, whether as principal or surety and whether or not the Chargee shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which the Chargee may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual rates and practice of the Chargee as well after as before any demand made or decree obtained under or in relation to the Debenture ("Secured Obligations")

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

The Funding Corporation (5) Limited (Company number 05544627) whose registered office is at International House, Kingsfield Court, Chester Business Park, Chester ("the Chargee")

Postcode CH4 9RF

Presenter's name address and  
reference (if any):

DWF  
5 Castle Street  
Liverpool  
L2 4XE

JCS/HEJ/58645.57

Time critical reference

For official Use  
Mortgage Section

Post room



## Short particulars of all the property mortgaged or charged

Under clause 3.1 of the Debenture the Company, as beneficial owner and with full title guarantee, charged and assigned absolutely to the Chargee as a continuing security for the performance and discharge of the Secured Obligations :-

by way of legal mortgage all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus from time to time therein or thereon) (the "Property") (if any) specified in Schedule 1 of the Debenture,

by way of fixed charge:-

all estates or interests (not being charged by Clause 3.1 (a) of the Debenture) in any Property, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;

all plant, machinery, computers, vehicles, office and other equipment and the benefit of all contracts, licences and warranties relating to the same;

all shares, certificates of deposit, debentures and other investments as defined in part II of Schedule II of the Financial

see Continuation Sheet 1, Page

4

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Particulars as to commission allowance or discount (note 3)

Nil

Signed

*DNF*

Date

23.8.06

On behalf of [XXXXXX] [mortgagee/chargee]

A fee of £10 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.

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

Please do not  
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Continuation sheet No 1  
to Form No 395 and 410 (Scot)

Please complete  
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Company Number

04576986

Name of Company

HUNT & KEAL LIMITED

~~XXXXXX~~

\* delete if  
inappropriate

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

Please do not  
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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Services and Markets Act 2000, together with all dividends, distributions and other income paid or payable on those shares, certificates of deposit, debentures and other investments together with all allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental thereto (whether by way of conversion, redemption, bonus, preference, option or otherwise) from time to time;

all rights and interests of the Company in, and claims under, all policies of insurance in which the Company has an interest from time to time and all proceeds thereof held by, or written in favour of, the Company or in which the Company is otherwise interested;

all the Company's right, title, interest and benefit in and to the Company's accounts with any bank or other financial institution, all monies standing to the credit of the Company's accounts with any bank or other financial institution, all interest accrued on monies standing to the credit of the Company's accounts with any bank or other financial institution and all rights of the Company to repayment of any of the foregoing;

all patents, designs, copyrights, topographies, trade marks, trading names, rights in confidential information and know how and any associated or similar rights, which the Company now or in the future owns or (to the extent of the Company's interest) in which the Company now or in the future has an interest (in each case whether registered or unregistered and including any related licenses and sub-licenses of the same granted by the Company or to the Company, applications and rights to apply for the same);

the benefit of all licences, consents, agreements and authorisations held or utilised by the Company in connection with its business or the use of any of its assets;

to the extent not effectively assigned under Clause 3.2 of the Debenture, all present and future book and other debts, receivables, commissions, revenues, claims and chooses in action of whatsoever nature and howsoever and wheresoever arising, due or owing or to become due or owing to or acquired by the Company and the full benefit of all rights and remedies relating thereto including, but not limited to, all claims for damages and other remedies for non-payment of the same and all claims against insurers and other Security Interests, guarantees and other security and all proceeds and forms of remittance in respect of the same (the "Receivables");

all the goodwill and uncalled capital of the Company;

by way of floating charge all the Company's assets and undertaking whatsoever and wheresoever situated both present and future not effectively charged by way of fixed mortgage or charge pursuant to the provisions of Clause 3.1 of the Debenture, including, without prejudice to the generality of the foregoing, heritable property and all other property and assets in Scotland;

Under clause 3.2 of the Debenture the Company assigned in favour of the Chargee as a continuing security and with full title guarantee for the payment and discharge of the Secured Obligations to the Chargee all the Company's rights, title benefits and interests whatsoever, whether present or future, proprietary, contractual or otherwise in and to:

the Receivables;

any contracts or agreements to which the Company is a party (including, without limitation, any contracts of insurance); and

all claims for damages or other remedies in respect of any breach of any of those contracts or agreements and the benefit of, and the right to make any claim in respect of, all warranties, indemnities and representations given to the Company contained in or pursuant to any of those contracts or agreements.

Under Clause 3.4 of the Debenture any mortgage, fixed charge or other fixed security created by the Company in favour of the Chargee shall have priority over the floating charge created by the Debenture, except insofar as the Chargee may declare otherwise whether at or after the date of creation of such fixed security.

Under Clause 3.5 of the Debenture the Chargee may by written notice to the Company convert the floating charge created by the Debenture into a fixed charge as regards all or any of the Company's assets specified in the notice if the Chargee in its reasonable opinion at any time considers those assets 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 jeopardy.

Under Clause 4.1 of the Debenture, the Debenture and the security thereby created shall remain in full force and effect by way of continuing security and in particular shall not be, nor be considered as, satisfied by any intermediate discharge or payment on account of any liabilities or any settlement of accounts between the Company and the Chargee.

Under Clause 8.2 of the Debenture the Company undertakes and agrees with the Chargee throughout the period beginning on the date of the Debenture and ending on the day on which all of the Secured Obligations have been unconditionally and irrevocably paid in full that the Company will not:-

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## Particulars of a mortgage or charge (continued)

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

Please complete  
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Company Number

04576986

Name of Company

HUNT & KEAL LIMITED

~~XXXXXX~~

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

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

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sell, transfer, part with possession of or otherwise assign, deal with or dispose of sub-let or grant any option or right of first refusal over all the assets from time to time subject, or expressed to be subject, to the Security Interests created by the Debenture or any part of those assets (the "Charged Property") or any interest therein or attempt to agree to do any of the same except, in the case of Charged Property other than the Property, by way of sale at full value in the usual course of trading as now conducted and for the purpose of carrying on its business at the Charged Property.

create or attempt to agree to create or permit to arise or exist any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement having similar effect ("Security Interest") over the Charged Property or any interest therein (except under or pursuant to the Debenture) and no Security Interest purported to be created in breach of this restriction shall take priority over or rank *pari passu* with the Debenture.

grant or agree to grant any licence or tenancy affecting any Property or part of any Property nor exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by Section 99 to 100 Law of Property Act 1925 nor in any other way dispose or agree to dispose of or surrender or create any legal or equitable estate or interest in any Property or any part thereof.

allow any person to become entitled to assert any proprietary or other similar right over any Property or part of any Property.

Under Clause 9.2 of the Debenture:

the statutory power of sale, of appointing any receiver, manager or other receiver or similar officer appointed by the Chargee in respect of the Charged Property including, if allowed by law, an administrative receiver (a "Receiver") and the other statutory powers conferred on mortgagees by Section 101 of the Law of Property Act 1925 as varied and extended by the Debenture shall arise on the date of the Debenture provided that the Chargee shall not exercise any power of sale until the security constituted by the Debenture has become enforceable;

upon any sale by the Chargee of any part of the Charged Property, the purchaser shall not be bound to see or enquire whether the power of sale of the Chargee has arisen, the sale shall be deemed for all purposes to be within the power of the Chargee and the receipt of the Chargee for the purchase money shall effectively discharge the purchaser who shall not be concerned with the manner of application of the proceeds of sale or be in any way answerable for them.

Under Clause 10.3 of the Debenture any Receiver appointed pursuant to the Debenture may exercise any powers contained in Schedule B1 to the Insolvency Act 1986.

Under Clauses 11.1 and 11.2 of the Debenture the Chargee and any delegate or sub delegate appointed pursuant to Clause 11.2 of the Debenture may exercise the powers of a Receiver under the Debenture and paragraph 14 of Schedule B1 to the Insolvency Act applies to the floating charge contained in the Debenture.

Under Clause 18 of the Debenture the Company irrevocably appoints the Chargee and any persons deriving title under it by way of security jointly and severally to be its attorney (with full power of substitution) and in the Company's name or otherwise on the Company's behalf and as the Company's act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and things which may be required or which the Chargee shall think proper or expedient for carrying out any obligations imposed on the Company under the Debenture or for exercising any of the powers conferred by the Debenture or for giving to the Chargee the full benefit of the security and so that the appointment shall operate to authorise the Chargee to do on behalf of the Company anything it can lawfully do by an attorney. The Company ratifies and confirms and agrees to ratify and confirm any deed, instrument, act or thing which such attorney or substitute may exercise or do.

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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. 04576986

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 22nd AUGUST 2006 AND CREATED BY HUNT & KEAL LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE FUNDING CORPORATION (5) LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 26th AUGUST 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1st SEPTEMBER 2006.

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RAB



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES