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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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Pursuant to section 395 of the Companies Act 1985



720273/52

To the Registrar of Companies

For official use

Company number

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

Official use box with vertical lines

05015047

Name of company

* MONTPELIER PROFESSIONAL LIMITED

* insert full name
of company

Date of creation of the charge

13TH DECEMBER 2005

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

06 MORTGAGE DEBENTURE

Amount secured by the mortgage or charge

06 ALL MONIES

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

09 THE CO-OPERATIVE BANK PLC, SECURITIES CENTRE, 53-57 BLANDFORD
SQUARE, NEWCASTLE UPON TYNE
Postcode NE99 1AN.

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

THE CO-OPERATIVE BANK PLC
SECURITIES CENTRE
53-57 BLANDFORD SQUARE
NEWCASTLE UPON TYNE
NE99 1AN.

591 MCR1 MONTPELIER

Time critical reference

For official Use
Mortgage Section

Post room



A08
COMPANIES HOUSE

402
15/12/2005

Short particulars of all the property mortgaged or charged

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this margin

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

- 1 Legal Mortgage over the freehold and leasehold property of the Company [including the property comprised in title number(s) [] known as [] owned at the date of this Debenture and the proceeds of sale thereof together with all buildings, structures and fixtures from time to time thereon.
2. A Fixed Charge over:-
 - (a) All freehold, leasehold and other immovable property (including heritable property situate in Scotland) at any time belonging to or charged to the Company and the proceeds of sale thereof together with all buildings, structures and fixtures from time to time thereon.
 - (b) All rights present and future under covenants of title given in relation to the property referred to above ("the Property") and the benefit of all its rights against any lessee, sub lessee, licensee or other occupier (and their guarantors and sureties) of the Property.

Particulars as to commission allowance or discount (note 3)

Signed

[Signature]

Date 13.12.05

On behalf of [company][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.

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Particulars of a mortgage or charge (continued)

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

Please complete
legibly, preferably
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bold block lettering

Company number

05015047

Name of company

MONTPELIER PROFESSIONAL

Limited*

*delete if
inappropriate

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

MORTGAGE DEBENTURE

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- (c) All rights present and future under any contract for sale letting or other disposal of the Property and any option to renew any Lease or purchase any reversion (whether freehold or not) in relation to the Property and all rights present and future against persons in connection with any works carried out and/or services and/or goods supplied in the design, constructing, fitting out, repair or replacement of the Property.
 - (d) All licences, consents and authorisations (both public and private) present and future.
 - (e) ☒ All plant, machinery, vehicles, computers and other equipment (unless it forms part of its stock in trade or work in progress) and all rights present and future against any person in respect of their design, manufacture, purchase, installation, repair and/or replacement.
 - (f) The Company's goodwill and uncalled capital. ☒
 - (g) All stocks, shares and other securities (including debt securities) and interest in any unincorporated business or entity at any time owned by the Company together with all rights and benefits and property in relation thereto.
 - (h) All interests in and rights under policies of insurance and assurance belonging to the Company and all its rights to other compensation monies payable in respect of assets charged by the Debenture.
 - (i) All patents, trade and service marks, brand and trade names, copyrights, design rights, registered designs, trade secrets, know how, inventions, confidential information and other intellectual property rights including the benefit of any pending applications for any of them belonging to the Company including all the Company's rights under any agreements both present and future relating to the use or exploitation of such rights.
 - (j) ☒ All book and other debts at any time owing to the Company and all monetary claims and other amounts recoverable or receivable (whether ascertained or not) by the Company or due or owing to the Company and all other rights and claims against third parties (including deposits and credit balances held by the Bank and third parties) capable of being satisfied by the payment of money at any time belonging to the Company including payments of or entitlement to claim payment of any taxes, insurance premiums or other over-payments by the Company together with the benefit of all related rights and remedies (including equitable rights and rights under guarantees, indemnities, liens and other encumbrances).
3. ☒ A Floating Charge over all the Company's undertaking Property and assets whatever and wherever both present and future (including heritable and other property and assets in Scotland).
- Pursuant to the Debenture the Company has agreed that it will not, without the prior written consent of the Bank, create or allow to subsist any mortgage, charge, assignment by way of security pledge, lien (save where arising by operation of law in the usual course of business) hypothecation, preferential rights (save as arising under the general law for the protection of certain classes of creditors) or trust or other arrangement made for the purpose of or having an economic or financial effect similar to that of security or

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

other security interest of any kind over any of the assets charged by the Debenture nor attempt or agree to do so and the Company will not sell, transfer, assign, factor, discount or otherwise dispose of any of the assets charged by the Debenture without the prior written consent of the Bank (except of a disposal at market value in the usual course of trading of assets charged by way of Floating Charge only) or attempt to agree to do so.

Short particulars of all the property mortgaged or charged (Continued)

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FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05015047

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE DATED THE 13th DECEMBER 2005 AND CREATED BY MONTPELIER PROFESSIONAL LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CO-OPERATIVE BANK PLC WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 15th DECEMBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th DECEMBER 2005.

pm



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES