

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

107319/13
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

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

For official use

Company number



05494683

Name of company

* Charles Topham Investments and Developments Limited ("Chargor")

Date of creation of the charge

9 April 2009

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

5
Debenture ("Debenture")

Amount secured by the mortgage or charge

7
All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Chargor to the Beneficiary, including but not limited to obligations and liabilities arising pursuant to the Indemnity (including all monies covenanted to be paid under this Deed) ("Secured Obligations");

All capitalised terms, except those defined elsewhere in this form M395, are defined in annexure 1.

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

Charles Richard Topham of 342 Chorley New Road, Heaton, Bolton
("Beneficiary")

Postcode BL1 5AD

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

DLA Piper UK LLP
101 Barbirolli Square
Manchester
M2 3DL

DX 14304

SFL.86267/120003/24014763.1

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

FRIDAY



A26

17/04/2009
COMPANIES HOUSE

162

The Chargor charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by the Chargor, or in which it from time to time has an interest:

- 1.1 by way of legal mortgage:
 - (i) the Property (if any) specified in Annexure 2 to this form M395; and
 - (ii) all other Property (if any) at the date of the Debenture vested in, or charged to, the Chargor (not charged by clause 4.1(a)(i));
- 1.2 by way of fixed charge:
 - (i) all other Property and all interests in Property (not charged by clause 4.1(a));
 - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land; and
 - (iii) the proceeds of sale of all Property;
- 1.3 by way of fixed charge all plant and machinery (not charged by clauses 4.1(a) or 4.1(b)) and the benefit of all contracts, licences and warranties relating to the same;

Continued at addendum 4/4

Please do not write in this margin

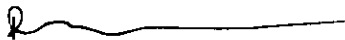
Please complete legibly, preferably in black type, or bold block lettering

P +
1 no BID
95

Particulars as to commission allowance or discount (note 3)

NIL

Signed



Date 16 April 2009

On behalf of ~~XXXXXXXX~~ (mortgagee/~~XXXXXX~~) †

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

Name of company

*insert full name
of Company

* Charles Topham Investments and Developments Limited ("Chargor")

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)

1.4 by way of fixed charge:

- (i) all computers, vehicles, office equipment and other equipment (not charged by clause 4.1(c)); and
- (ii) the benefit of all contracts, licences and warranties relating to the same;

1.5 by way of:

- (i) fixed charge the Charged Securities (if any) referred to in part 2 of schedule 1 (*Details of Security Assets*);
- (ii) fixed charge all other Charged Securities (not charged by clause 4.1(e)(i)), in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;

1.6 by way of fixed charge:

- (i) the Intellectual Property (if any) specified in part 3 of schedule 1 (*Details of Security Assets*); and
- (ii) all other Intellectual Property (if any) (not charged by clause 4.1(f)(i));

1.7 to the extent that any Assigned Asset is not effectively assigned under clause 4.2 (*Security assignments*), by way of fixed charge such Assigned Asset;

1.8 by way of fixed charge (to the extent not otherwise charged or assigned in the Debenture):

- (i) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Chargor or the use of any of its assets; and
- (ii) any letter of credit issued in favour of the Chargor and all bills of exchange and other negotiable instruments held by it; and

1.9 by way of fixed charge all of the goodwill and uncalled capital of the Chargor.

2. The Chargor assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to:

2.1 the Insurances, all claims under the Insurances and all proceeds of the Insurances; and

2.2 the Security Accounts and all monies at any time standing to the credit of the Security Accounts, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing; and

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2.3 all other Receivables (not assigned under clauses 4.2(a) or 4.2(a) or 4.2(b)).

To the extent that any Assigned Asset described in clause 4.2(a) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Chargor to any proceeds of the Insurances.

3. The Chargor charged and agreed to charge by way of floating charge all of its present and future:

3.1 assets and undertaking (wherever located) not otherwise effectively charged by way of fixed mortgage or charge or assigned pursuant to clause 4.1 (*Fixed charges*), clause 4.2 (*Security assignments*) or any other provision of the Debenture; and

3.2 (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.

4. The Chargor shall not do or agree to do any of the following without the prior written consent of the Beneficiary:

4.1 create or permit to subsist any Security Interest on any Security Asset except:

(i) a Permitted Security; or

(ii) a lien arising by operation of law in the ordinary course of trading which does not secure indebtedness for borrowed money; and

4.2 sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset except a sale at full market value of stock-in-trade in the usual course of trading as conducted by the Chargor at the date of the Debenture.

5. At any time after the Security becomes enforceable (or if so requested by the Chargor by written notice at any time), the Beneficiary may without further notice (unless required by law):

5.1 appoint any person (or persons) to be a receiver, receiver and manager or administrative receiver of all or any part of the Security Assets and/or of the income of the Security Assets; and/or

5.2 appoint or apply for the appointment of any person who is appropriately qualified as administrator of the Chargor; and/or

5.3 exercise all or any of the powers conferred on mortgagees by the Act (as amended or extended by the Debenture) and/or all or any of the powers which are conferred by the Debenture on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver; and/or

5.4 exercise (in the name of the Chargor and without any further consent or authority of the Chargor) any voting rights and any powers or rights which may be exercised by the person(s) in whose name the Charged Investments are registered or who is the holder of any of them.

6. The Beneficiary is not entitled to appoint a Receiver in respect of any Security Assets which are subject to a charge which (as created) was a floating charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Chargor.

7. The Chargor, by way of security, irrevocably and severally appoints the Beneficiary, each Receiver and any of its or his delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under the Debenture, including under clause 18 (*Further assurances*). The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

ANNEXURE 1

Definitions

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 4.2 (*Security assignments*);

"Bank" means The Co-operative Bank p.l.c. (a company incorporated in England and Wales with company number 00990937);

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;

"Charged Securities" means all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or *"investments"* (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Debenture) now or in future owned (legally or beneficially) by the Chargor, held by a nominee on its behalf or in which the Chargor has an interest at any time;

"Insurances" means all policies of insurance which are at any time held by or written in favour of the Chargor or in which the Chargor from time to time has an interest;

"Intellectual Property" means all present and future legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Chargor in, or relating to, registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names, database rights, domain names and any other rights of every kind deriving from or through the exploitation of any of the foregoing;

"Permitted Security" means the following security granted by the Chargor in favour of the Bank:

- (a) debenture dated 11 October 2005;
- (b) legal charge dated 7 April 2006 in respect of the leasehold property at Viking Street, Bolton (title number GM426943);
- (c) legal charge dated 6 June 2006 in respect of the freehold land on the easterly side of Lower Eccleshill Road, Lower Darwen (title number LA788020);
- (d) legal charge dated 29 June 2007 in respect of the freehold land on the south west side of Viking Street, Bolton (title number MAN90086);
- (e) legal charge dated 21 April 2008 in respect of the freehold property at 9 Radium Street, Ancoats, Manchester, M4 6AY (title number GM700376);
- (f) legal charges dated 14 October 2005 and 7 April 2006 in respect of the freehold land on the south west side of Manchester Road, Bolton (tile number MAN50108);
- (g) legal charge dated 6 June 2006 in respect of the freehold property at Greenbank Terrace, Lower Darwen (title number LA852143);

- (h) legal charge dated 26 January 2007 in respect of the leasehold property at East Lancashire Road, Knowsley, Liverpool (title number MS535583);
- (i) legal charge date 21 April 2008 in respect of the freehold property at 109/111 George Leigh Street, Manchester, M4 6BE (title number MAN111387);
- (j) legal charge dated 6 June 2008 in respect of the leasehold land known as plot C42 Calder Business Park, Denby Dale Road, Wakefield (title number WYK881855); and
- (k) all fixed and floating charges and other security documents which are from time to time entered into by the Chargor in favour of the Bank as security for any or all monies owing or incurred by the Chargor to the Bank;

"Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to the Chargor or in which the Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in schedule 1 (*Details of Security Assets*)), together with:

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;
- (b) all easements, rights and agreements in respect thereof; and
- (c) the benefit of all covenants given in respect thereof;

"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

- (a) the benefit of all rights, guarantees, Security Interests and remedies relating to any of the foregoing (including without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and
- (b) all proceeds of any of the foregoing;

"Receiver" means any receiver, receiver and manager or administrative receiver appointed by the Beneficiary under the Debenture;

"Related Rights" means, in relation to any Charged Security:

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition;
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

"Security" means the Security Interests created by or pursuant to the Debenture;

"Security Account" has the meaning given to that term in clause 10.6(a)(ii);

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture;

"Security Interest" means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security;

ANNEXURE 2

The Properties

	Property	Title Number
✓ 1.	Viking Street, Bolton	GM426943
✓ 2.	9 Radium Street, Ancoats, Manchester M4 6AY	GM700376
✓ 3.	Land on the Easterly side of Lower Eccleshill Road, Lower Darwen	LA788020
✓ 4.	Land on the South West side of Viking Street, Bolton	MAN90086
✓ 5.	109/111 George Leigh Street, Manchester M4 6BE	MAN111387
✓ 6.	Plot C42, Calder Business Park, Denby Dale Road, Wakefield	WYK881855
✓ 7.	Land on the south west of Manchester Road, Bolton	MAN50108
✓ 8.	East Lancashire Road, Liverpool L33 7TU	MS535583
✓ 9.	Land on the east side of Greenbank Terrace, Lower Darwin	LA852143



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5494683
CHARGE NO. 10**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 9 APRIL 2009
AND CREATED BY CHARLES TOPHAM INVESTMENTS AND
DEVELOPMENTS LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY TO CHARLES
RICHARD TOPHAM (BENEFICIARY) 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 17
APRIL 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 APRIL 2009



Companies House
— for the record —

DX J



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES