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## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

# 395

CHFP025

Pursuant to section 395 of the Companies Act 1985

Please do not  
write in  
this margin

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

\* insert full name  
of Company

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

For official use

Company number

5639290

Name of company

Aston Scott Services Limited (the **Chargor**)

Date of creation of the charge

08 February 2007

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

Debenture made between the Chargor (1) and Premium Credit Limited (2) (the **Lender**).

Amount secured by the mortgage or charge

All moneys now or at any time after the date of the Debenture becoming due or owing by the Borrower or its Subsidiaries to the Lender on any account and all other liabilities, actual or contingent, existing at the date of the Debenture or incurred by the Borrower or its Subsidiaries to the Lender at any date after the date of the Debenture (whether due, owing or incurred by the Borrower alone or jointly with any other person or company and whether as principal or surety or in some other capacity) except for any liabilities which, if secured by the Debenture, would result in a contravention by the Chargor of section 151 of the Companies Act 1985 (the **Secured Liabilities**).

Please return  
via  
CH London Counter

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

Premium Credit Limited, Premium Credit House, 60 East Street, Epsom, Surrey.

Postcode KT17 1HB

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

Denton Wilde Sapte LLP  
One Fleet Place  
London  
EC4M 7WS  
NWD/PZH/67244.1

Time critical reference

For official Use (02/00)  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

The Chargor:

- (a) charged by the way of legal mortgage its interest in the Land specified in the Schedule to this Form 395
- (b) mortgaged or (if or to the extent the Debenture did not take effect as a mortgage) charged by way of fixed charge all Shares and all related Distribution Rights;
- (c) mortgaged or (if or to the extent that the Debenture did not take effect as a mortgage) charged by way of fixed charge all Investments, including those held for it by any nominee;

(Continued on continuation sheets)

Please do not write in this margin

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

*(No business  
No plan to  
CIP  
+  
f)*

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Dustin Wille Syke LLP*

Date

*16/2/07*

On behalf of [company] [mortgagee/chargee]<sup>†</sup>

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

Notes

<sup>†</sup> delete as appropriate

- 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 companyAston Scott Services Limited (the **Chargor**)

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

- (d) charged by way of fixed charge:
- (i) any right, title or interest which the Chargor has as at the date of the Debenture or may subsequently acquire to or in any Land not mortgaged by the Debenture;
  - (ii) all Book Debts and all benefits, rights and Security held in respect of, or to secure the payment of, the Book Debts;
  - (iii) all amounts standing to the credit of any account in its name or to which the Chargor is beneficially entitled, excluding, for the avoidance of any doubt, any amounts held by the Chargor which constitute or are treated as "client money", as defined in the rulebook of the Financial Services Authority, and any amounts held by the Chargor as agent of an insurer, and any other debts and moneys payable to or receivable by the Chargor (but not yet so paid or received) from any client, in accordance with the Financial Services Authority's client money rules;
  - (iv) all Intellectual Property Rights;
  - (v) the Chargor's goodwill;
  - (vi) the Chargor's uncalled capital; and
  - (vii) the benefit of all Authorisations held in relation to any Security Asset;
- (e) charged by way of floating charge all the Chargor's present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under the Debenture. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any Floating Charge created by the Debenture. For the avoidance of any doubt, any amounts held by the Chargor which constitute or are treated as "client money", as defined in the rulebook of the Financial Services Authority, and any amounts held by the Chargor as agent of an insurer, in accordance with the Financial Services Authority's client money rules, shall not be charged by way of a floating charge;
- (f) assigned absolutely all its rights and interests under all contracts and policies of insurance; and
- (g) assigned absolutely all rights under any agreement to which it is a party and which are not mortgaged, charged by way of fixed charge or assigned under the Debenture.

**Trust**

If or to the extent that for any reason the assignment or charging of any Security Asset is prohibited, the Chargor holds it on trust for the Lender.

**Nature of Security Created**

The Security created under the Debenture was created: (a) as a continuing security to secure the payment and discharge of the Secured Liabilities; (b) over all present and future assets of the kind described which are owned by the Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them; (c) in favour of the Lender; and (d) with full title guarantee (except that the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all charges, incumbrances and rights, even if the Chargor did not know and could not reasonably be expected to know about them).

**Negative Covenants**

Until the Secured Liabilities have been discharged, the Chargor agreed that it shall not:

- (a) enter into a single transaction or a series of transactions (whether related or not), whether voluntary or involuntary and whether at the same time or over a period of time, to sell, lease, transfer, loan (and, in the case of the Book Debts, factor or discount them), nor otherwise dispose of any Security Asset, nor enter into an agreement to make any such disposal (except that if no Default is continuing, this does not apply to a disposal in the ordinary course of trading of the Chargor of any Security Asset which, at the time of that disposal, is subject to the floating charge

Name of company

\* insert full name  
of companyAston Scott Services Limited (the **Chargor**)

created by the Debenture); and

- (b) create or permit to subsist any Security over any Security Asset except for Security which is expressly permitted by the Loan Agreement.

**Definitions**

**Act** means the Law of Property Act 1925.

**Authorisation** means an authorisation, consent, permission, approval, resolution, licence, exemption, filing, notarisation or registration.

**Book Debts** means all the Chargor's book debts and all other debts and moneys payable to or receivable by the Chargor except for those referred to in clause (d)(iii) above.

**Borrower** means Aston Scott Services Limited (Company No. 5639290) (the Chargor).

**Default** means any of the events listed in clause 8.1 of the Loan Agreement.

**Distribution Rights** means all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of any Investments or Shares, and includes all dividends, interest and other distributions paid or payable on or in respect of them.

**Guarantor** means Aston Scott Limited (Company No. 1341849) and Aston Scott Group Limited (Company No. 2845335).

**Intellectual Property Rights** means: (a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property; (b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature; and (c) any other right to use, or application to register or protect, any of the items listed in paragraphs (a) or (b) above, arising or subsisting in any jurisdiction and whether registered or not.

**Investments** means (a) all or any stocks, shares, bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments; and (b) all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of them, and includes all dividends, interest and other distributions paid or payable on or in respect of them.

**Land** has the same meaning as it has in section 205(1) of the Act.

**Loan Agreement** means the loan agreement dated on or around the date of the Debenture between the Borrower and the Lender.

**Security** means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.

**Security Assets** means all of the assets of the Chargor which are the subject of any Security created or to be created by the Debenture.

**Shares** means all shares held by the Chargor in its Subsidiaries.

**Subsidiary** means a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985.

Company number

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Name of company

\* insert full name  
of company

Aston Scott Services Limited (the **Chargor**)

**Schedule**

**Land charged by way of mortgage**

Part 1 – Registered land

Address

Title number

**None at date of Debenture.**

Part 2 – Unregistered land

**None at date of Debenture.**

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Name of company

\* insert full name  
of company

Aston Scott Services Limited (the **Chargor**)

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05639290

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 8th FEBRUARY 2007 AND CREATED BY ASTON SCOTT SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY OR ITS SUBSIDIARIES TO PREMIUM CREDIT LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 19th FEBRUARY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd FEBRUARY 2007.

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sc



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES