

# M

COMPANIES FORM No. 403a

## Declaration of satisfaction in full or in part of mortgage or charge

# 403a

CHFP001

Please do not  
write in  
this margin

Pursuant to section 403(1) of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold block letteringTo the Registrar of Companies  
(Address overleaf)

For official use

Company number



05665298

Name of company

\* insert full name  
of company

\* PCDF NOMINEES 11 LIMITED

I, RAYMOND JOHN STEWART PALMERof 3 PALACE GARDENS TERRACE, LONDON W8 4SA† delete as  
appropriate

[a director][the secretary][the administrator][the administrative receiver]† of the above company, do  
solemnly and sincerely declare that the debt for which the charge described below was given has been  
paid or satisfied in [full][part]†

# insert a description  
of the instrument(s)  
creating or  
evidencing the  
charge, eg  
'Mortgage',  
'Charge',  
'Debenture' etcDate and description of charge# 3 October 2007 DebentureDate of registration# 5 October 2007Name and address of [chargee]† [trustee for the debenture holders]†Lloyds TSB Bank plc, 25 Gresham Street, London EC2V 7HN§ the date of  
registration may be  
confirmed from the  
certificate

Short particulars of property charged

§ Please see attached§ insert brief details  
of property

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the  
provisions of the Statutory Declarations Act 1835.

Declared at 1 Bruton Street, London W1J 6TL

Declarant to sign below

|   |   |   |   |   |   |   |   |
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| 1 | 9 | 0 | 5 | 2 | 0 | 0 | 9 |
|---|---|---|---|---|---|---|---|

before me Emma Cullen

A Commissioner for Oaths or Notary Public or Justice of  
the Peace or a Solicitor having the powers conferred on a  
Commissioner for Oaths.

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

Sue Curran  
Palmer Capital Partners  
6th Floor, Time & Life Building  
1 Bruton Street, London W1J 6TL

For official Use  
Mortgage Section

Post room

WEDNESDAY



\*AKO83A03\*

A10

20/05/2009

243

COMPANIES HOUSE

1 / Rev 5.3 10/99

Short particulars of all the property mortgaged or charged

- First** The freehold and leasehold property (if any) of the Company both present and future including (without prejudice to the generality of the foregoing) the properties (if any) specified in the Schedule referred to in the Debenture (and, where any such property is leasehold, any present or future right or interest conferred upon the Company in relation thereto by virtue of any Enfranchising Legislation (as defined in the Debenture) (including any rights arising as against any nominee purchaser pursuant thereto)) and all buildings and fixtures (including trade fixtures) fixed plant and machinery from time to time on any such property and all liens, mortgages, charges, options agreements and rights, titles and interests (whether legal or equitable) of the Company in or over land or the proceeds of sale thereof of whatever description both present and future and all the right, title and interest of the Company in any such plant and machinery from time to time hired, leased or rented by the Company from third parties or acquired by the Company from third parties on a hire instalment or conditional purchase basis including (without prejudice to the generality of the foregoing) the Company's right to any refund of rentals or other payments
- Secondly** All book debts present and future due or owing to the Company or in which the Company is legally, beneficially or otherwise interested (and the proceeds thereof) and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) negotiable instruments, legal and equitable charges, reservation of proprietary rights, rights of tracing and unpaid vendors' liens and similar and associated rights
- Thirdly** All other debts, claims, rights and choses in action both present and future of the Company or in which the Company is legally, beneficially or otherwise interested (and the proceeds thereof) including (without prejudice to the generality of the foregoing)
- (a) deposits and credit balances held by the Company with the Bank or any third party from time to time both present and future (including things in action which give rise or may give rise to a debt or debts) owing to the Company (and the proceeds thereof),
  - (b) any amounts owing to the Company by way of rent, licence fee, service charge or dilapidations by any tenant or licensee (in each case whether present or future) of any freehold or leasehold property from time to time forming part of the Charged Property and any ground rents and rent charges, rent deposits and purchase deposits owing to the Company (and, in each case, the proceeds thereof),
  - (c) without prejudice to (d) below, any amounts owing or which may become owing to the Company under any building, construction or development contract or by virtue of the Company's rights under any retention or other trusts, whether or not any certificate as to the amount due has been issued in respect thereof (and the proceeds thereof),
  - (d) without prejudice to (e) below, all rights (and the proceeds of such rights) present or future, actual or contingent arising under or in connection with any contract whatsoever in which the Company has any right, title or interest (including, without limitation, all policies and contracts of insurance and assurance),
  - (e) any amounts owing or which may become owing to the Company by way of damages, compensation or otherwise under any judgment or order of any competent authority howsoever arising or by way of settlement or compromise of any legal proceedings, and
  - (f) the benefit of all rights relating to such debts, claims, rights and choses in action including (without prejudice to the generality of the foregoing) such rights as are secondly described above
- Fourthly** Where the Company for the time being carries on any business comprising or relating to the provision of credit (as defined by section 9 Consumer Credit Act 1974) or any business comprising or relating to the bailment or (in Scotland) the hiring of goods
- (a) the full benefit of and all rights under all agreements then or thereafter entered into by the Company under which the Company has provided or agreed to provide credit (as so defined) to any person of any amount and all agreements then or thereafter entered into by any person other than the Company under which credit (as so defined) is provided or agreed to be provided and the benefit of which is assigned to or otherwise vested in the Company (all agreements described in this paragraph (a) being hereafter referred to as the "Credit Agreements"), including all moneys payable under or in respect of the Credit Agreements,
  - (b) the full benefit of and all rights under all agreements (not being Credit Agreements) then or thereafter entered into by the Company for the bailment or (in Scotland) the hiring of goods to any person and all agreements (not being Credit Agreements) then or thereafter entered into by any person other than the Company for such bailment or (in Scotland) hiring the benefit of which is assigned to or otherwise vested in the Company (all agreements described in this paragraph (b) being hereafter referred to as the "Hiring Agreements") including all moneys payable under or in respect of the Hiring Agreements;
  - (c) the full benefit of and all rights relating to the Credit Agreements and the Hiring Agreements (hereinafter together called the "Instalment Credit Agreements") including all legal and equitable charges and other securities and guarantees and the other rights and remedies expressly or impliedly reserved by the Instalment Credit Agreements and by such securities and guarantees,
  - (d) the Company's present and future rights and interests (if any) in and to any chattels comprised in the Instalment Credit Agreements or securities and guarantees provided in relation thereto including (without prejudice to the generality of the foregoing) any right to damages relating thereto and the benefit of any warranties given in respect thereof insofar as the property or any interest in such chattels remains vested in the Company, and
  - (e) the full benefit of the Company's rights and interests (if any) in and to all insurance effected by the Company or by any other person of any chattels comprised in any Instalment Credit Agreements or any security or guarantee provided in relation thereto
- Fifthly**
- (a) All stocks, shares, bonds, certificates of deposit, depositary receipts, derivatives (including any currency or currency unit, interest rate or commodity hedging arrangement), securities and other interests and rights which then were or might at any time thereafter be owned by the Company or in which the Company might be legally, beneficially or otherwise interested (and whether held in certificated form or in uncertificated form by a member (whether the Company itself or a third party) of CREST or any other similar system) including without limitation
    - (i) loan capital, indebtedness or liabilities on any account or in any manner owing to the Company both present and future (or from) any company which then was or might thereafter become a subsidiary (as defined in section 736 Companies Act 1985) of the Company,
    - (ii) the full benefit of all stocks, shares, certificates of deposit, depositary receipts and securities which or the certificates for which then were or might at any time thereafter be lodged by the Company or on its behalf with the Bank or held by the Bank or its agents or transferred to or registered in the name of the Bank or its agents or their respective nominees or held by any party other than the Company for or to the order of the Bank at the request of or by arrangement with the Company
    - (iii) all property and rights of the Company in respect of any account which then was or might at any time thereafter be held by or for the Company as participant or as beneficiary of a nominee or trustee participant with any clearance or settlement system or depositary or custodian or sub-custodian or broker (in each case, whether in the UK or elsewhere) relating to stocks, shares, certificates of deposit, depositary receipts, securities or other interests or rights whatsoever without limitation,
  - (b) all rights in respect of or incidental to the Charged Property described at (a) above, (the Charged Property (a) and (b) thereby fifthly charged being hereinafter called the "Securities"), and
  - (c) all stocks, shares, securities, rights, moneys or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option or otherwise to or in respect of any of the Securities including all dividends, interest and other income payable in connection therewith

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

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

(The Charged Property (a) to (c) thereby fidithly charged being hereinafter called "Interests in Securities")

- Sixthly: (a) All present and future copyrights, patents, designs, trademarks, service marks, brand names, inventions, design rights, know how, formulas, confidential information, trade secrets, computer software programmes, computer systems and all other intellectual property rights whatsoever without any limitation, whether registered or unregistered in all or any part of the world in which the Company is legally, beneficially or otherwise interested,
- (b) the benefit of any pending applications for the same and all benefits deriving therefrom and thereunder including but not limited to royalties, fees, profit sharing agreements and income arising therefrom and all licences in respect of or relating to any intellectual property rights, whether such licences are granted to the Company or granted by the Company, and
- (c) every item of physical material of any description or type whatever in or in respect of which intellectual property rights may subsist and in respect of each such item the original copy or version or variant owned by, produced by or delivered to or obtained by the Company and any rejected and surplus materials associated or connected with or forming part of the foregoing which shall include, without limitation any and all materials and translations thereof, log books, designs, sketches, algorithms, calculations, diagrams, computations, source codes, models, prototypes, apparatus, computer programmes, photographs, books and other records in any medium, electronic data and any other material of any description whatever in which intellectual property may be incorporated (the Charged Property thereby sixthly charged being hereinafter called "Intellectual Property Rights")

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

Seventhly The goodwill and the uncalled capital of the Company both present and future

Eighthly All other plant and machinery, fittings and equipment (not in any such case being the Company's stock-in-trade or work in progress) then or at any time thereafter belonging to the Company or in which the Company is legally, beneficially or otherwise interested, wherever situated and whether or not affixed to any freehold or leasehold property of the Company

Ninthly All the rights, interests and benefits of the Company under any present or future hire-purchase, conditional sale, credit sale, leasing or rental agreement to which the Company is a party in the capacity of hirer, purchaser or lessee including (without prejudice to the generality of the foregoing) the Company's right to any refund of rentals or other payments

Tenthly The undertaking and all property and assets of the Company both present and future including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland and the Charged Property first, secondly, thirdly, fourthly, fifthly, sixthly, seventhly, eighthly and ninthly described (if and insofar as the charges thereon or on any part or parts thereof contained in the Debenture should for any reason be ineffective as fixed charges)

The expression "Charged Property" means the undertaking, assets, properties, revenues, rights and benefits first, secondly, thirdly, fourthly, fifthly, sixthly, seventhly, eighthly, ninthly and tenthly described above and references to the "Charged Property" include references to any part of it

The charges created by the Debenture are as regards the Charged Property first, secondly, thirdly, fourthly, fifthly, sixthly, seventhly, eighthly and ninthly described first fixed charges (and as regards all those parts of the Charged Property first described then vested in the Company constitute a charge by way of legal mortgage thereon) and as regards the Charged Property tenthly described the charge so created is a first floating charge

The Company may not without the consent in writing of the Bank

- (a) (except as expressly provided for in the Debenture) sell, assign, licence, sub-licence, discount, factor or otherwise dispose of, or deal in any other way with, the Charged Property (other than the Charged Property tenthly described) provided that for the avoidance of doubt this sub-clause shall not prevent the Company without such consent collecting proceeds of the book and other debts, monetary claims and choses in action forming part of the Charged Property in the ordinary course of the Company's business and paying the same into the Company's account(s) with the Bank in accordance with sub-clause 5 7(a) of the Debenture and provided further that where the Bank makes a payment at the request of the Company which is debited to any account with the Bank which is for the time being in credit, the Bank shall be taken to have given any necessary consent for the purposes of this clause to such payment unless such payment was made as a result of some mistake of fact on the part of the Bank,
- (b) create or permit to subsist or arise any mortgage, debenture, hypothecation, charge, assignment by way of security, pledge or lien or any other encumbrance or security whatsoever upon the Charged Property except a lien arising by operation of law in the ordinary course of the Company's business as conducted during the 12 months preceding the date when the lien first came into existence,
- (c) enter into any contractual or other agreement or arrangement which has or may have an economic effect similar or analogous to any such encumbrance or security as would be prohibited by (b) immediately above,
- (d) transfer, sell or otherwise dispose of the whole or any material part of the Charged Property tenthly described whether by a single transaction or a number of transactions whether related or not except by way of sale at full value in the usual course of trading as transacted at the date of the Debenture,
- (e) vary or purport to vary any Instalment Credit Agreement or any security or guarantee provided in relation thereto or give any consents or licences under the terms of any Instalment Credit Agreement or any security or guarantee provided in relation thereto provided that the Company shall not be prohibited by this covenant from agreeing to any such variation or giving any such licence or consent if to do so would not materially and adversely affect the value to the Bank for security purposes of such Instalment Credit Agreement or such security or guarantee and if to do so would not affect the validity or enforceability of such Instalment Credit Agreement or such security or guarantee, or
- (f) enter into any agreement with a financier, provider of money, creditor or any other party whatsoever (hereinafter called the "Financier") which has the economic effect of, or an economic effect similar to that of, providing security in respect of or in connection with the provision of finance or credit by the Financier and which involves or may involve one or more of the following
- (i) sales, agreements for sale or transfers of any property or rights whatsoever to the Financier, and/or
  - (ii) sales, agreements for sale or transfers actually or potentially on behalf of the Financier to any third party whatsoever, and/or
  - (iii) the grant or possible grant of authority by the Financier for sales, agreements for sale or transfers of the nature set out in (ii) above

By sub-clause 5 7(a) of the Debenture, the Company covenanted that it would pay into its account or accounts with the Bank all the proceeds which it might receive of the book and other debts, monetary claims and choses in action forming part of the Charged Property and the Company declared that all proceeds received or obtained by the Company or on the Company's behalf but which were not so paid or transferred into that account or accounts should be received and held by the Company on trust for the Bank