

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

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

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

[3][1][1][1]

05831018

138824/13

Name of company

\* Mitre Capital Partners Limited

Date of creation of the charge

04 October 2007

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

Deed of Assignment of a debenture dated 4 October 2007 made between (1) Ansbacher & Co Limited and (2) Mitre Capital Partners Limited

Amount secured by the mortgage or charge

All Secured Obligations

"Secured Obligations" means

(a) all present and future obligations and liabilities of the Company to the Bank including but not limited to those arising under or in relation to any current and/or other account with interest and bank charges,

(b) all costs, charges and expenses howsoever incurred by the Bank in relation to the Debenture or otherwise,

See Addendum 1

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

Mitre Capital Partners Limited  
One Dover Street  
London

Postcode W1S 4LA

Presentor's name address and reference (if any)

Bird & Bird  
15 Fetter Lane  
London  
EC4A 1JP

RXD/MITRE/0007

Time critical reference

For official Use (02/00)  
Mortgage Section

Post room

FRIDAY



\*AXZM5TJ9\*

A33

05/10/2007

633

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

- 1 The Company will full title guarantee charges as continuing security for the payment, discharge and performance of the Secured Obligations in favour of the Bank by way of first fixed charge
- (a) all freehold and leasehold property in England and Wales and any other land, buildings or erections anywhere in the world owned by or vested in the Company and any estate or interest therein under English law and the disposal proceeds of the same,
- (b) all fixtures, computers, vehicles and other chattels (excluding stock in trade or work in progress) now or in the future owned by the Company or in which the Company has an interest and the benefit of all contracts and warranties relating to the same,
- (c) all money standing to the credit of the Company's accounts which are charged to the Bank,
- (d) all of the Company's rights, title, interests and benefits in insurances and all claims (and proceeds) and returns of premiums to which the Company is now or may at any future time become entitled,
- (e) all of the Company's book debts and all of its benefit rights and interests in any other book debts,
- See Addendum 2

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Bird + Bird*

Date 04 October 2007

On behalf of [company] [mortgagee/chargee] †

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

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**

† delete as appropriate

CHFP025

**Particulars of a mortgage or charge  
(continued)**Please do not  
write in this  
binding marginContinuation sheet No 1  
to Form No 395 and 410 (Scot)*Please complete  
legibly, preferably  
in black type, or  
bold block lettering*

Company Number

05831018

Name of Company

Mitre Capital Partners Limited

Limited\*

\* delete if  
inappropriate

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

Addendum 1

and shall include interest on the foregoing which shall accrue from day to day from demand until full discharge (after as well as before judgement) at the rate provided for in any agreement between the Bank and the Company

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

NB The Debenture provides that the Company will not create or permit to subsist any Encumbrance (as defined below) over all or any of its present or future assets other than any security or Encumbrances by way of security in favour of the Bank and other Encumbrances permitted by the Bank and the Company will not dispose of any of its assets save to the extent permitted by the Bank

"Encumbrance" means any mortgage, charge, pledge, hypothecation, lien, security interest, standard security assignment having the effect of security or any encumbrance of any kind (including any bond, any condition of sale or other title retention arrangement, any lease in the nature thereof and any agreement to give security interest) and any other agreement to create any of the foregoing and any guarantee, indemnity, deeds of priority, deeds of postponement or deeds of subordination

Please do not  
write in this  
binding margin

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

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

Addendum 2

(f) all of the Company's rights, title, interests and benefits in, to or in respect of any agreement, contract or document to which the Company is a party in respect of which it derives rights or benefits from time to time,

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

(g) all the present and future goodwill of the Company,

(h) all of the Company's rights, title, interests and benefits in, to or in respect of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with the business of the Company or the use of any asset of the Company and the right to recover and receive all compensation which may at any time become payable to it in respect of any such licence,

(i) all the present and future uncalled capital of the Company, and

(j) all the present and future intellectual property rights of the Company

2 The Company with full title guarantee and as continuing security for the payment, discharge and performance of the Secured Obligations charges in favour of the Bank by way of a first floating charge all of its undertaking and assets whatsoever and wheresoever both present and future other than any property or assets from time to time effectively mortgaged, assigned or charged to the Bank by way of fixed charge under the Debenture

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 05831018

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT DATED THE 4th OCTOBER 2007 AND CREATED BY MITRE CAPITAL PARTNERS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO MITRE CAPITAL PARTNERS LIMITED ON ANY ACCOUNT WHATSOEVER 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 5th OCTOBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th OCTOBER 2007

*DXangels*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES