

# M

COMPANIES FORM No. 395

126422/10.

## 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

126422

6287006

Name of company

\* Bradman-Lake Limited (the "Company")

Date of creation of the charge

2 June 2009

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

Debenture (the "Debenture")

Amount secured by the mortgage or charge

The Company has covenanted with the Chargee that it will on demand pay and discharge to the Chargee:

(i) all monies and liabilities whether principal, interest or otherwise (including, without limitation, those under or in connection with the Loan Agreement) which are now or, at any time after the date of the Debenture, may become due, owing or incurred to the Chargee by the Company either alone or jointly with any other person or company on any account whether current or otherwise and in whatever currency denominated and all other liabilities whatsoever of the Company to the Chargee whether actual or contingent and whether as principal, debtor, guarantor, surety or otherwise;

(See addendum 2/4)

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

Langley Holdings plc (the "Chargee") of Thrumpton Lane, Retford, Nottinghamshire

Postcode DN22 7AN

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

Hammonds LLP  
2 Park Lane  
Leeds  
LS3 1ES

TXT1/LAN.237-20

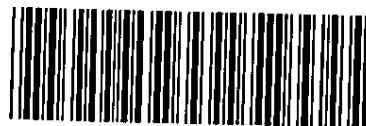
Time critical reference

For official Use (02/06)

Mortgage Section

Post room

THURSDAY



A27

"A9SM8AM1"

11/06/2009

310

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

The Company with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities has charged to the Chargee:

(a) by way of the legal mortgage:

(i) each of the properties referred to in Schedule 1 to the Debenture and/or the proceeds of sale of those properties together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery at any time on those properties (whether under any agreement, option, licence, charge, lien or otherwise) and the proceeds of sale of all or any part of those properties and the benefit of any covenants for title given or entered into by any predecessor in title of the Company and any monies paid or payable in respect of such covenants; and

(ii) all other interests or estates in any freehold or leasehold properties belonging to the Company at the date hereof;

(See addendum 4/4)

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

*Hammonds LLP*

Date

*10/6/09*

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

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

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## 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)

(ii) all costs, charges, expenses and other sums whatsoever (including without prejudice to the generality of the foregoing any legal and other professional costs, charges and expenses including VAT thereon) on a full and unqualified indemnity basis howsoever incurred or to be incurred by the Chargee or by or through any receiver, attorney, delegate, sub-delegate, substitute or agent of the Chargee or the Company (including without limitation the remuneration of any of them) for any of the purposes referred to in the Debenture or otherwise howsoever in relation to the Charged Assets and all other costs, charges and expenses (whether in respect of litigation or not) incurred or to be incurred in the negotiation, preparation, completion, protection, realisation, enforcement of, or the collection or recovery of any monies from time to time owing under such security (or any security collateral or supplemental thereto) or in insuring, inspecting, repairing, maintaining, completing, managing, letting, realising or exercising any other power, authority or discretion in relation to the Charged Assets;

(iii) interest on each of the foregoing calculated and compounded on a daily basis from demand until full discharge (as well after as before judgment) at the rate of 10 per cent per annum and, in respect of the sums specified in paragraph 2.1 of the Debenture, interest shall accrue and be payable as from the dates on which the same are incurred or become due without the necessity for any demand being made for payment thereof.

## 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)

(b) by way of specific equitable charge all estates or interests in any freehold or leasehold properties (except the properties referred to in paragraph 3.1(a)(i) and paragraph 3.1(a)(ii) of the Debenture) at any time after the date of the Debenture belonging to or charged to the Company and/or the proceeds of sale of those estates or interests together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery at any time on those estates or interests;

(c) (other than the US Debt) by way of fixed charge all book debts both 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;

(d) (other than the US Debt) by way of a fixed charge all other debts, claims, rights and choses in action both present and future of the Company or in which the Company is legally,

Name of company

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beneficially or otherwise interested (and the proceeds thereof) including (without prejudice to the generality of the foregoing):

(i) deposits and credit balances held by the Company with the Chargee or any third party from time to time both present and future (including choses in action which give rise or may give rise to a debt or debts) owing to the Company (and the proceeds thereof);

(ii) 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 Assets and any ground rents and rent charges, rent deposits and purchase deposits owing to the Company (and, in each case, the proceeds thereof);

(iii) without prejudice to paragraph (d)(iv) 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);

(iv) without prejudice to paragraph (d)(v) 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);

(v) 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

(vi) the benefit of all rights relating to such debts, claims, rights and choses in action.

(e) by way of fixed equitable charge by assignment the US Debt (and the proceeds thereof);

(f) by way of fixed mortgage by assignment (subject always to reassignment upon redemption):

(i) all plant and machinery, vehicles, computers and other equipment of the Company both present and future and all spare parts, replacements, modifications and additions to or for the same and the full benefit of all warranties and maintenance contracts in relation thereto but excluding any stock in trade of the Company; and

(ii) the Mortgaged Chattels and all spare parts, replacements, modifications and additions to or for the same and the full benefit of all warranties and maintenance contracts in relation thereto but excluding any stock in trade of the Company;

(g) by way of fixed charge:

(i) all stocks, shares, securities or other interests (together with all rights in respect of them or incidental to them) whether marketable or otherwise now or at any time belonging to the Company;

(ii) the full benefit of all present and future Insurances held by or for the benefit of the Company and all proceeds thereof and all bonuses and other monies, benefits and advantages that may be or become payable or accrue thereunder or under any substituted policy and all the right title and interest whatsoever of the Company therein together with all rights and remedies relating thereto;

(iii) all its Intellectual Property Rights set out in schedule 3 to the Debenture;

(iv) all its present and future Intellectual Property Rights not specifically charged by clause 3(g)(iii) of the Debenture;

(iv) the benefit of all or any licences presently held or acquired after the date of the Debenture by the Company in connection with its business or the use of any of the Charged Assets and the right to recover and receive all compensation which may at any time become payable to it in respect thereof;

Name of company

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- (v) any beneficial interest claim or entitlement of the Company in any pension fund;
- (vi) the goodwill and the uncalled capital of the Company both present and future; and
- (vii) all amounts realised upon the enforcement or execution of any order of the court in favour of the Company under sections 212, 213, 214, 238, 239, 244 and 423 of the Insolvency Act 1986.
- (h) by way of floating charge the undertaking and all property, assets and rights of the Company whatsoever and wheresoever both present and future and including in particular but without limitation:
- (i) any heritable or other property in Scotland; and
- (ii) all stock-in-trade, raw materials and work-in-progress of the Company from time to time.

Note: Negative Pledge:

The Company shall not, without the prior written consent of the Chargee:

- (i) create or permit to exist any mortgage, debenture, charge, pledge, lien or other interest (whether express or arising by operation of law) on or affecting the Charged Assets ranking in priority to or pari passu with any charge created by the Debenture;
- (ii) sell, assign, factor, mortgage, charge or otherwise dispose of any of the Charged Assets charged by clause 3.1(c) of the Debenture save in accordance with clause 4.7 of the Debenture or deal with any of them otherwise than in accordance with clause 4.7 of the Debenture;
- (iii) sell, transfer or otherwise dispose of the whole or any material part of its undertaking, property or assets otherwise than (in the case only of those Charged Assets charged by clause 3.1(h) of the Debenture but not by any other provision therein) in the ordinary course of getting in and realising the same; or
- (iv) make an application for or give notice for the appointment of an Administrator.

Note: Definitions:

**"Charged Assets"** means all assets, rights and property of the Company the subject of any security created in the Debenture or pursuant thereto and each and every item included therein or part or parts thereof;

**"Insurances"** means all contracts and policies of insurance of whatever nature which are from time to time taken out by or on behalf of the Company or (to the extent of such interest) in which the Company has an interest;

**"Intellectual Property Rights"** means all know-how, patents, trade marks, service marks, registered designs, business names, topographical or similar rights, copyrights, unregistered design rights and other intellectual property whether registered or not or monopoly rights and any interests (including by way of licence) in any of the foregoing (in each case whether registered or not and including all applications for the same);

**"Loan Agreement"** means a £300,000 Loan Agreement dated on or about the date of the Debenture between the Chargee as lender and the Company as borrower;

**"Mortgaged Chattels"** means those assets described in Schedule 2 of the Debenture;

**"Secured Liabilities"** means all monies, obligations and liabilities covenanted to be paid by the Company to the Chargee pursuant to clause 2 of the Debenture; and

Company number

6287006

Name of company

\*insert full name  
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"**US Debt**" means the Company's right title and interest in and to the intercompany-debt due and payable to the Company by Bradman-Lake Inc.



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 6287006  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 2 JUNE 2009  
AND CREATED BY BRADMAN-LAKE LIMITED FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY  
TO LANGLEY HOLDINGS PLC 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 11 JUNE 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 JUNE 2009



*Companies House*  
— for the record —

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THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES