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* Insert full name
of company

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

537946/65

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number

1

06586996

Name of company

*MOCOM HOLDING COMPANY LIMITED

Date of creation of the charge

29 May 2008

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

Debenture made between (1) the Company and (2) The Co-operative Bank
p l c

Amount secured by the mortgage or charge

All liabilities of the Company present and future actual and/or
contingent to the Bank

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

THE CO-OPERATIVE BANK PLC, PO BOX 1AN, LEVEL 2, NO, 2 CATHEDRAL SQUARE,
THE CLOTH MARKET, NEWCASTLE-UPON-TYNE

Postcode NE99 1AN

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

Kuit Steinhart Levy LLP
3, St Mary's Parsonage
Manchester
M3 2RD
DX 14325 Manchester-1
Ref DM2 CO031 16

Time critical reference

For official use (02/2006)

Mortgage Section

Post room

WEDNESDAY



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04/06/2008

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

The Company with full title guarantee hereby charges to the Bank as security for the payment and discharge of the Secured Obligations (as defined in Clause 22.1)

2.1.1 by way of legal mortgage all freehold and leasehold property (including heritable property situate in Scotland) of the Company at the date of this Debenture (including the property specified in the Schedule) and the proceeds of sale thereof together with all buildings, structures and fixtures (including trade and tenant's fixtures) from time to time on or in any such property,

2.1.2 by way of fixed charge all estates and interest of the Company in freehold, leasehold property (including heritable property situate in Scotland) and other immovable property (wherever situate), now or at any time hereafter during the continuance of this security belonging to or charged to the Company (not being charged by Clause 2.1.1) and the proceeds of sale thereof, together with all buildings, structures and fixtures (including trade and tenant's fixtures) from time to time on or in any such property

2.1.3 by way of fixed charge the benefit of all its rights, present and future, under covenants for title given in relation to the Property (as defined in Clause 22.1) and the benefit of all its rights, present and future, against any lessee, sub-lessee, licensee or other occupier of the Property for the time being (including rights to rental income, licence fees, mesne profits and other income) and, in each case, its rights against guarantors and sureties for the obligations of such persons, continued

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

Particulars as to commission allowance or discount (note 3)

Signed Kuit Steinhart Lew LLP

Date 3 June 2008

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

† 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 are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is - Companies House, Crown Way, Cardiff CF4 3UZ.

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Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Forms Nos 395 and 410 (Scot)

Please complete
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bold block lettering

Company number

6586996

*Delete if
inappropriate

Name of company

MOCOM HOLDING COMPANY

Limited*

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

2 1 4 by way of fixed charge the benefit of all its rights, present and future, under any contract for the sale, letting or other disposal of the Property and any option to renew any lease or purchase any reversion (whether freehold or not) in relation to the Property

2 1 5 by way of fixed charge the benefit of all its rights, present and future against persons in connection with any works carried out and/or services and/or goods supplied in the design, construction, fitting out, repair or replacement of the Property,

2 1 6 by way of fixed charge all licences, consents and authorisations (both public and private), present and future, held by it in connection with any of its activities

2 1 7 by way of fixed charge all its present and future plant and machinery (save to the extent that such plant and machinery forms part of its stock in trade or work in progress),

2 1 8 by way of fixed charge all its present and future vehicles (save to the extent that such vehicles forms part of its stock in trade or work in progress),

2 1 9 by way of fixed charge all its present and future computers (save to the extent that such computers forms part of its stock in trade or work in progress),

2 1 10 by way of fixed charge all its present and future office equipment (save to the extent that such office equipment forms part of its stock in trade or work in progress),

2 1 11 by way of fixed charge all other equipment present and future not more particularly charged by this Clause 2 1 (unless it forms part of its stock in trade or work in progress) together with all related spare parts, fuels equipment, tools and all log books, maintenance records, record books, manuals, hand books, contracts, warranties and services records and the benefit of all its rights, present and future, against any person in respect of their design, manufacture, purchase, installation, repair and/or replacement,

2 1 12 by way of fixed charge all its goodwill and uncalled capital, present and future,

2 1 13 by way of fixed charge all stocks, shares and other securities (including debts securities) and interests in any unincorporated business or entity, now and at any time during the continuance of this security owned by the Company, together with all rights, benefits and property (including dividend and other income) offered, arising or accruing in relation thereto,

2 1 14 by way of fixed charge all interests in and rights under policies of insurance and assurance now or at any time during the continuance of this security belonging to the Company, and all its rights, present and future, to other compensation monies from time to time payable in respect of the Charges Assets (as defined in Clause 22 1),

Amount due or owing on the mortgage or charge (continued)

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2 1 15 by way of fixed charge all patents, trade and service marks, brand and trade names, copyrights, design rights, registered designs, trade secrets, know-how, inventions, confidential information and other intellectual property rights, including the benefit of any pending applications for any of them, now or at any time during the continuance of this security belonging to the Company, including all the Company's rights under any agreements, both present or future, relating to the use or exploitation of such rights,

2 1 16 by way of fixed charge all Book Debts (as defined in Clause 22 1),

2 1 17 by way of fixed charge all Payment Obligations (as defined in Clause 22 1),

2 1 18 by way of fixed charge all Refundables (as defined in Clause 22 1),

2 1 19 by way of fixed charge, with effect from the opening or establishment of any Collections Account (as defined in Clause 7 6 1) all monies standing to the credit of such Collections Account,

2 1 20 by way of fixed charge all Account Balances (as defined in Clause 22 1) (not being charged by Clause 2 1 19),

2 1 21 by way of floating charge all its undertaking, property and assets, whatever and wherever, both present and future except to the extent effectively charged under the provisions of this Clause 2

Please do not write Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)
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Short particulars of all the property mortgaged or charged (continued)

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6586996
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 29 MAY 2008
AND CREATED BY MOCOM HOLDING COMPANY LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO CO-OPERATIVE BANK PLC ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 4 JUNE 2008**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 JUNE 2008



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**