

000001/13

**M**

COMPANIES FORM No. 395

**395**

CHWP000

Please do not  
write in  
this margin

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

\* insert full name  
of Company

## 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.**

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

|  |   |  |
|--|---|--|
|  | 1 |  |
|--|---|--|

06827438

Name of company

\* Bruton Services Limited (the "Company")

Date of creation of the charge

26 February 2009

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

A debenture dated 26 February 2009 made between (1) the Company and (2) Puma VCT III Plc (as security trustee) (the "Debenture")

Amount secured by the mortgage or charge

All present and future obligations and liabilities whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever of the Company to all or any of the Secured Parties pursuant to the Loan Note Instrument (except for any obligation which, if it were so included, would result in the Debenture contravening Section 151 of the Companies Act 1985) (the "Secured Liabilities")

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

|  |         |
|--|---------|
| Puma VCT III Plc (Co. No. 05594989) of Bond Street House, 14 Clifford Street, London as security trustee and agent for the Secured Parties (the "Security Trustee", which expression shall include any successor Security Trustee appointed from time to time) |         |
| Postcode   | W1S 4JU |

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

Shore Capital Limited (ref: EK)  
14 Clifford St, London W1S 4JU

Time critical reference

For  
Mortg

FRIDAY



\*A0FT67XG\*

A26

06/03/2009

300

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see attached addendum

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

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

Signed



Date 26 February 2009

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 CF14 3UZ

**Company Name: BRUTON SERVICES LIMITED**

**Registered No: 06827438**

Continuation Sheets 1-3

**Short particulars of all property mortgaged or charged**

**Please see paragraph 2 below for definitions**

**1. SECURITY**

**1.1 Mortgages, Fixed Charges and Floating Charge**

Under and pursuant to the Debenture, the Company, with full title guarantee, as continuing security for the payment of the Secured Liabilities, charged in favour of the Security Trustee (as Security Trustee and agent for the Secured Parties):

- (a) by way of legal mortgage all estates or interests in the Legally Mortgaged Property;
- (b) by way of fixed charge:
  - (i) all estates or interests in any freehold, leasehold and other immovable property now or at any time during the continuance of this security belonging to the Company (other than the Legally Mortgaged Property) and the proceeds of sale of the same and all buildings and trade and other fixtures from time to time on any such property belonging to or charged to the Company;
  - (ii) all plant, machinery, vehicles, computers and office and other equipment legally and beneficially owned by the Company both present and future;
  - (iii) all Debts;
  - (iv) all Credit Balances;
  - (v) all stocks, shares, debentures, bonds, notes and loan capital of, and all membership interests in:
    - (A) any Subsidiary; and
    - (B) any other body corporate;
  - and all rights to subscribe for, redeem, convert other securities into or otherwise acquire any of the same which may now or hereafter belong to the Company, together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing including any rights to receive any amount or other benefit, whether by way of allocation of profit, return of capital or otherwise;
  - (vi) the goodwill of the Company and its uncalled capital now or at any time hereafter in existence;
  - (vii) all copyrights, patents, patent applications, licences, trade marks,

tradenames, know-how and inventions or other rights of every kind deriving therefrom now or at any time hereafter belonging to the Company and all fees, royalties and other rights of every kind deriving from such copyrights, patents, trade marks, tradenames, know-how and inventions;

- (c) by way of assignment by way of security all of the Company's rights, title and interest now or in the future in:
  - (i) all rental income;
  - (ii) all agreements, contracts, policies of insurance and warranties (including any agreement relating to the appointment of managing agents) now or in the future relating to the Legally Mortgaged Property together with all monies payable to the Company under each such agreement, contract, policy or warranty;
  - (iii) all payments, repayments and refunds of VAT due or owing by HM Revenue & Customs to the Company.
- (d) by way of floating charge the Floating Charge Property.

## 1.2 Negative Pledge

Under and pursuant to the Debenture, the Company will not without the prior written consent of the Security Trustee agree or purport to:

- (a) create or permit to subsist any Security Interest (other than Permitted Security) whether in any such case ranking in priority to or pari passu with or after the security created by the debenture; or
- (b) either in a single transaction or in a series of transactions, whether related or not and whether voluntarily or involuntarily sell, discount, factor, transfer, lease, lend or otherwise dispose of, the whole or any part of its undertaking or assets.

## 2. DEFINITIONS

In this Companies Form No. 395, the following terms shall have the following meanings:

**"Charged Property"** means the property, assets and income of the Company mortgaged, assigned or charged to the Security Trustee (whether by way of legal mortgage, assignment, fixed or floating charge) by or pursuant to the Debenture.

**"Company"** means Bruton Services Limited, a company incorporated under the laws of England and Wales with registered number 06827438 and whose registered office is at Bond Street House, 14 Clifford Street, London W1S 4JU.

**"Credit Balances"** means all balances standing to the credit of any current, deposit or other account of the Company with the Security Trustee or any other Secured Party or with other bankers, financial institutions or similar third parties.

**"Debts"** means all book debts and other debts now and from time to time due or owing to the Company, all moneys which the Company receives in respect of the same and all rights relating thereto including any security and remedies therefor.

**"Fixed Charge Property"** means all the Company's undertaking, property, assets and rights, present and future, of whatever nature and wherever situated, effectively charged by way of fixed charge or effectively assigned by way of security under the Debenture.

**"Floating Charge Property"** means all the Company's undertaking, property, assets and rights, present and future, of whatever nature and wherever situated (other than the Fixed Charge Property).

**"Legally Mortgaged Property"** means the property described in Schedule 1 (if any) of the Debenture, the proceeds of sale of the same and all buildings and trade and other fixtures on any such property belonging to or charged to the Company.

**"Lenders"** means Puma VCT III Plc (Company registered number 05594989) and Puma VCT IV Plc (Company registered number 05594948).

**"Loan Note Instrument"** means an instrument constituting Series A Variable Rate Secured Loan Stock Notes 2019 in the Company dated 26 February 2009.

**"Secured Liabilities"** means all present and future obligations and liabilities whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever of the Company to all or any of the Secured Parties pursuant to the Loan Note Instrument (except for any obligation which, if it were so included, would result in the Debenture contravening Section 151 of the Companies Act 1985).

**"Secured Parties"** means the Lenders and the Security Trustee and any other party designated in writing as a Secured Party from time to time by the Lenders and their respective successors and assigns.

**"Security Trustee"** means Puma VCT III Plc, a company incorporated under the laws of England and Wales with registered number 05594989 and whose registered office is at Bond Street House, 14 Clifford Street, London W1S 4JU as security trustee and agent for the Secured Parties (and the expression "Security Trustee" shall include any successor Security Trustee appointed from time to time).



**FILE COPY**

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

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

**COMPANY NO. 6827438  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 26  
FEBRUARY 2009 AND CREATED BY BRUTON SERVICES  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO ALL OR ANY OF THE SECURED  
PARTIES 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  
6 MARCH 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 MARCH 2009



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES