

# M

## 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.

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: PA Company number

170517/13  
[3111]

00273919

Name of company

\* A.B.F. LIMITED ("the Company")

Date of creation of the charge

13 April 2005

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

Chattel Mortgage ("the Mortgage")

Amount secured by the mortgage or charge

The Company covenants that it will on demand:

(a) pay to the Lender the balance from time to time unpaid of all monies now due or hereafter to become due to the Lender by the Company; and

04. (b) discharge all liabilities now owing or hereafter to become owing to the Lender by the Company either actual and/or contingent,

and in each case whether the same shall be due or owing alone or jointly with any other person or persons or by any firm in which the Company may be a partner on overdraft or otherwise and whether as principal or surety including commission and other usual banker's charges and interest thereon both before and after such demand is made or judgment obtained at the rate or respective rates in force for the time being for monies owing to the Lender by the Company from the respective times at which such monies shall have become due until payment (together with all costs and expenses which may be incurred by the Lender in claiming or seeking to enforce payment thereof whether by action or otherwise with interest as aforesaid and so that the only taxation of costs of the Lender which the Company may require is as between solicitor and client) such interest to be computed and compounded according to the usual mode of the Lender from time to time (the "Secured Obligations").

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

1 CLYDESDALE BANK PLC t/a Yorkshire Bank ("the Lender")  
30 St Vincent Place, Glasgow

Postcode G1 2HL

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

Cobbetts Solicitors

Trafalgar House, 29 Park Place,  
Leeds, LS1 2SP

Ref. MRD/CL564.2

Time critical reference

For official Use (02/00)  
Mortgage Section

Post room



A05  
COMPANIES HOUSE

0353  
20/04/05

Short particulars of all the property mortgaged or charged

As security for the Secured Obligations, the Company with full title guarantee charges and assigns to the Lender the Mortgaged Property.

The Mortgage also contains the following covenants which further define and protect the charges created under the Mortgage and which must be read as one with the charges:

(a) The Company shall not without the prior consent in writing of the Lender create or continue any mortgage debenture or charge or allow any lien (other than a lien arising by operation of law in the ordinary course of the Company's business) to arise or affect all or any part of the Mortgaged Property ranking either in priority to or *pari passu* with any charge created pursuant to the Mortgage;

(b) the Company shall at all times pay the rent rates assessments charges impositions outgoings and taxes in respect of all premises of the Company and shall punctually pay all licence fees duties registration charges and all outgoings of whatsoever nature in respect of the Mortgaged Property and shall keep or cause the Mortgaged Property to be kept from being distrained for recovery of the same or from being taken under any execution and shall at all times on demand produce or cause to be produced to the Lender or its authorised agents the receipt for such payments and in default thereof it shall be lawful (but not obligatory) for the Lender to pay and discharge such sums which at any time may be or become due assessed or payable in respect of the Premises or the Mortgaged Property and the Company shall repay the same to the Lender on demand;

Cont'd.....

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Cobbett*

Date

*19 April 2005*

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

Please do not write in this margin

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

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

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**Particulars of a mortgage or charge  
(continued)**

Please do not  
write in this  
binding margin

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

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

Company Number

00273919

Name of Company

A.B.F. LIMITED ("the Company")

Limited\*

\* delete if  
inappropriate

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

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

Please do not  
write in this  
binding margin

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

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*

(c) Except as may be agreed in writing by the Lender the Company shall keep the Mortgaged Property in its sole and exclusive possession and at the location(s) (if any) specified in the schedule to the Mortgage and shall not in any event take it out of England and Wales and shall not use or permit it to be used for any purpose for which it is not designed or reasonably suitable;

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

(d) The Company shall not at any time without the previous consent in writing of the Lender make or suffer to be made any alteration or addition of a substantial nature in or to the Mortgaged Property other than for the purpose of effecting repairs as mentioned in the Mortgage;

(e) The Company shall not without the prior consent in writing of the Lender sell attempt to sell assign charge hire lease or part with or share possession or dispose of or permit or suffer any distress or execution to be levied or lien to be created upon the Mortgaged Property or any part thereof;

(f) At any time after the Lender shall have demanded payment or discharge of any monies or liabilities or other sums secured by the Mortgage the Lender may by writing under the hand of any person duly authorised appoint any person or persons to be a Receiver or Receivers of the property hereby charged or any part or parts thereof.

**Definitions used in this Form 395:**

**"Equipment"** means the plant, machinery, chattels or other equipment more particularly described in the schedule to the Mortgage together with all spare parts replacements and modifications thereto;

**"Mortgaged Property"** means the Equipment together with the benefit of any obligations and warranties given by any manufacturer or supplier of the Equipment and the benefit of all maintenance agreements entered into between the Company and any such third party and together with the proceeds of all policies of insurance now or in the future taken out by the Company in respect of the Equipment and the benefit of all options and rights devolving upon the Company under any such policy of insurance;

**"Premises"** means the premises at which the Mortgaged Property is used kept installed or stored as specified in the schedule to the Mortgage; and

**"Receiver"** means the receiver or receivers appointed by the Lender under or pursuant to clause 5 of the Mortgage or the Lender's statutory powers and such expression shall include an administrative receiver as defined in the Insolvency Act 1986 who shall in addition to the powers contained at clause 4 of the Mortgage have all the powers conferred upon him/her by schedule 1 to the Insolvency Act 1986.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00273919

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHATTEL MORTGAGE DATED THE 13th APRIL 2005 AND CREATED BY A.B.F. LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CLYDESDALE BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 20th APRIL 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd APRIL 2005.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —