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in black type or  
bold block  
lettering\* Insert full name  
of company

COMPANIES FORM No. 395

012016/39

# 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.

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number



00984439

Name of company

\* Allied International Credit (UK) Limited (the "Company")

Date of creation of the charge

5 January 2007

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

Debenture

Amount secured by the mortgage or charge

Please refer to Part I of attached Schedule.

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

HSBC Bank Canada of Markham Gateway Centre, 3000 Steeles Avenue East, Markham,  
Ontario, LR3 4T9, Canada (the "Bank")

Postcode

Presenter's name, address and  
reference (if any):  
RLW/0913965  
Osborne Clarke  
Apex Plaza  
Forbury Road  
Reading RG1 1AX  
DX 117882 Reading

Time critical reference

For official use (02/2006)

Mortgage Section

Post room

WEDNESDAY



\*ADHQTM3C\*

A14

10/01/2007

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please refer to Part II of attached Schedule.

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95

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

† Delete as  
appropriate

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Osborne Clarke

Date

9 January 2007

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

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.

**Allied International Credit (UK) Limited**

**Company No. 00984439**

**Schedule to Form 395 for Debenture dated 5 January 2007**

**Part I**

**Amount secured by the mortgage or charge**

All monies and liabilities whatever, whenever and howsoever incurred by the Company whether now or in the future due, or becoming due, from the Company to the Bank (the "Debt"). This includes, but is not limited to:

- (a) Overdrafts, loans or facilities and further advances of money;
- (b) *Guarantees and indemnities to the Bank and any of the Company's other contingent liabilities;*
- (c) Discount, commission and other lawful charges and expenses;
- (d) Interest in accordance with any agreement between the Company and the Bank and, if there is no agreement, interest on any money and liabilities due from you at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice. Interest as above applies before and after any demand or judgement;
- (e) Money, on a full indemnity basis for all fees, costs, charges and expenses, (including, without limitation, all amounts reasonably determined by the Bank to be necessary to compensate it for internal management or administration costs, charges and expenses) properly incurred by the Bank:
  - (i) In ensuring the Debenture is effective;
  - (ii) In connection with the improvement, perfection or protection of the security created by the Debenture;
  - (iii) In the exercise of any rights, remedies, powers, authorities and discretions conferred under, or in connection with, the Debenture (together with any value added tax or similar tax charged or chargeable in respect of it).

All such amounts shall be debited to an account in the name of the Company. Until they are reimbursed they shall bear interest at the rate of 3% per annum above the

Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice and shall be payable on demand.

## **Part II**

### **Short particulars of the property mortgaged or charged**

Legal mortgage on all freehold and leasehold land now vested in the Company together with all building fixtures, fittings and fixed plant and machinery now or at any time afterwards on it. This includes (without limitation) the land described or referred to in part 1 of the first schedule to the Debenture (which at the date of the Debenture is left blank) subject only to the other mortgages or matters (if any) mentioned in part 2 of the first schedule to the Debenture (which at the date of the Debenture is left blank); and

First fixed charge on:

- (a) All the present and future right, title and interest of the Company in or to any freehold or leasehold land or other immovable property wherever situated and all fixtures, fittings and plant and machinery now or at any time afterwards on it;
- (b) All chattels now or at any time afterwards belonging to the Company. This excludes any of them for the time being forming part of the stock in trade or work-in-progress of the Company or which are, for the time being, otherwise effectively charged by way of legal mortgage or fixed charge by the Debenture;
- (c) The benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to any land or other property mentioned above and/or to any trade or business from time to time carried on by the Company;
- (d) All book debts and other debts and monetary claims and any rents, licence fees or other payments due from any lessee, licence or occupier of any immoveable property wherever situated now or at any time afterwards due owing or incurred to the Company. In addition, the full benefit of all guarantees and securities for them and all liens, reservations of title and other rights enabling the Company to enforce any such debts or claims (collectively called the "debts"). This excludes such debts and claims (if any) as the bank may from time to time have agreed in writing with the Company which shall not be subject to this fixed charge and also such debts and claims as are charged in accordance with (e) below;
- (e) Any credit balance on any account of the Company with the Bank;
- (f) Any credit balance on any account of the Company with any bank (other than the Bank) or other person;
- (g) All goodwill and uncalled capital for the time being of the Company;

- (h) All stocks, shares, debentures, bonds, loan capital and other securities of any description of any other person (including, without limitation, any subsidiary or subsidiary undertaking of the Company). In addition:
  - (i) All rights to subscribe to or convert other securities into or otherwise acquire any such securities now or at any time afterwards belonging to the Company;
  - (ii) All dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to, any of these (together with any securities mentioned in the second schedule of the Debenture (which at the date of the Debenture is left blank), collectively called, the "securities").
- (i) All letters patent, trademarks, service marks, designs, utility models, copyrights, design rights, applications for registration of any of them and the right to apply for them in any part of the world. In addition, moral rights, inventions, confidential information, know-how and rights of a similar nature arising or subsisting anywhere in the world in relation to all or any of the above (whether registered or unregistered) now or at any time afterwards belonging to the Company (together with any of the same mentioned in the second schedule of the Debenture (which at the date of the Debenture is left blank), collectively called the "intellectual property");
- (j) All policies of life assurance and all rights and claims to which the Company is now, or may at any time afterwards, become entitled in relation to the proceeds of them or any other policies of insurance of any description (including, without limitation, the insurances mentioned in the Debenture);
- (k) All rights and other property to which the Company is now, or at any time afterwards, become entitled as a result of, or in connection with, any proceedings threatened or commenced under the Insolvency Act 1986 or any similar legislation in any jurisdiction;
- (l) The benefit of all agreements for the provision by the Company of any person of any loan or credit or other financial accommodation of any description (including, without limitation, any finance leases and hire or hire-purchase agreements now, or at any time afterwards, entered into by the Company;
- (m) The proceeds of sale of any property mentioned above;

Floating charge on all the undertaking of the Company and all its property whatsoever and wheresoever both present and future. This will not include any part of the same, which is, for the time being effectively charged by way of legal mortgage or fixed charge by the Debenture and recognised as effectively so charged under the laws of the jurisdiction in which the same is situated.

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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. 00984439

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 5th JANUARY 2007 AND CREATED BY ALLIED INTERNATIONAL CREDIT (UK) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO HSBC BANK CANADA ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 10th JANUARY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th JANUARY 2007.

*DXDm*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES