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COMPANIES FORM No. 395

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

311

5889630

0109706/13

Name of company

* Crossco (982) Limited

Date of creation of the charge

17 January 2007

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

Debenture

Amount secured by the mortgage or charge

All monies and liabilities which at the date of the Debenture are or shall at any time thereafter be due owing or incurred to Clydesdale Bank Public Limited Company (Bank) by the Company whether actually or contingently and whether at the date of the Debenture or in the future and whether solely or jointly with any other person and whether as principal or surety or in any way whatsoever provided that the monies and liabilities which the Company covenants to pay and discharge shall not include any monies and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless specifically agreed in writing between the Company and the Bank;

On a full and unlimited indemnity basis all costs charges losses expenses and other sums mentioned in clause 17 of the Debenture.

(Cont....)

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

Clydesdale Bank Public Limited Company, 30 St Vincent Place, Glasgow

Postcode G1 2HL

Presentor's name address and reference (if any):
Robert Muckle LLP
Norham House
12 New Bridge Street West
Newcastle upon Tyne
NE1 8AS

19698.20.LD.RM

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room



AZBFGMJK
A21 26/01/2007 24
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

All the undertaking, property and assets of the Company whatsoever and wheresoever, at the date of the Debenture and future, as specified in the attached schedule which also contains covenants by and restrictions on the Company which protect and further define the charges and must be read as one with the charges.

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

Particulars as to commission allowance or discount (note 3)

N/A

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

Signed Robert Muckle LLP

Date 25/11/2007

On behalf of ~~XXXXXX~~ [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 must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Particulars of a mortgage or charge (continued)

CHFP025

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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

5889630

Name of Company

Crossco (982) Limited

Limited*

* delete if
inappropriate

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

[Empty box for description of the instrument]

Interest to the date of discharge on all sums payable and liabilities to be discharged under any of the provisions of the Debenture.

Interest payable under sub-clause 2.1 of the Debenture shall be computed and compounded as agreed from time to time between the Company and the Bank or in the absence of such agreement compounded quarterly according to the current practice for the time being of the Bank and computed at the rate of 2% (two per cent) per annum over the Bank's base rate from time to time and shall be payable as well after as before any demand on or judgment against the Company.

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bold block lettering*

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in black type, or
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Particulars of mortgage or charge

Name of Company
Crossco (982) Limited (**Company**)

Number of Company
5889630

SCHEDULE OF CHARGES, COVENANTS AND RESTRICTIONS

Contained in a Debenture in favour of Clydesdale Bank Public Limited Company (Bank) dated 17 January 2007 (Debenture)

1. Charges

1. The Company with full title guarantee charges in favour of the Bank as a continuing security for the Secured Amounts:-
 - 1.1 by way of legal mortgage:-
 - 1.1.1 all the freehold or leasehold property specified in the Schedule to the Debenture;
 - 1.1.2 all other freehold and leasehold property at the date of the Debenture vested in the Company.
 - 1.2 by way of first fixed charge:-
 - 1.2.1 all freehold and leasehold property acquired by the Company after the date of the Debenture;
 - 1.2.2 all freehold and leasehold property at the date of the Debenture or in the future beneficially owned by but not vested in the Company;
 - 1.2.3 all the plant machinery and fixtures and fittings furniture equipment implements and utensils at the date of the Debenture and in the future belonging to the Company;
 - 1.2.4 all shares stocks and other securities held by the Company from time to time and any rights to the acquisition of any such shares stocks or securities;
 - 1.2.5 all rights and interest of the Company in and claims under all policies of insurance and assurance at the date of the Debenture or thereafter held by or inuring to the benefit of the Company;
 - 1.2.6 all uncalled capital and goodwill for the time being of the Company;
 - 1.2.7 all patents patent applications trade marks trade names registered designs copyrights licences and similar rights for the time being of the Company and all agreements at the date of the Debenture or future agreements relating to the use by the Company of any intellectual property rights and all agreements at the date of the Debenture or future agreements under which the Company is entitled to the payment of any royalty fee or similar income; and
 - 1.2.8 the Charged Debts.
 - 1.3 by way of floating charge all the property assets and undertaking of the Company both present and future not subject to a fixed charge under the Debenture including (without limitation) any immovable property of the Company situated in Scotland and any other Charged Assets situated in Scotland falling within the type mentioned in Clause 3.2 of the Debenture.

- 1.4 The Bank may at any time and from time to time by notice in writing to the Company convert the floating charge into a fixed charge as regards any property assets and/or undertaking specified in the notice and the Bank may thereafter appoint a Receiver thereof in accordance with the provisions of the Debenture. This provision shall not preclude the floating charge from becoming fixed in any of the events in which under the Debenture or under the general law it would do so.
- 1.5 Paragraph 3.4 of the Debenture does not apply to any Charged Assets situated in Scotland, Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to any floating charge created pursuant to the Debenture.

2. The Company's covenants

The Company covenants with the Bank that the Company will:

- 2.1 not without the prior written consent of the Bank:
- 2.1.1 create or attempt to create or permit to subsist any mortgage or charge upon or permit any lien or other encumbrance to arise on or affect all or any of the Charged Debts; or
 - 2.1.2 create or attempt to create or permit to subsist any mortgage or charge upon or permit any lien or other encumbrance to arise on or affect all or any part of the Charged Assets; or
 - 2.1.3 part with sell or dispose of all or except in the ordinary course of the Company's business and for the purpose of carrying on the same any of the Charged Assets;
- 2.2
- 2.2.1 get in and realise the Charged Debts in the ordinary course of its business (which shall not include or extend to the selling or assigning or in any other way factoring or discounting the same) and hold the proceeds of such getting in and realisation of the Charged Debts upon trust for the Bank (until payment to the Special Account as provided for in the Debenture);
 - 2.2.2 pay the proceeds of such getting in and realisation of the Charged Debts into such separate and denominated account with the Bank as the Bank may require;
 - 2.2.3 not be entitled to withdraw from the Special Account all or any monies standing to the credit thereof except with the prior consent of the Bank;
 - 2.2.4 if called upon so to do by the Bank execute a legal assignment of the Charged Debts to the Bank in such terms as the Bank may require and give such notice thereof to the debtors from whom the Charged Debts are due owing or incurred and take any such other steps as the Bank may require to perfect such legal assignment;
 - 2.2.5 not without the prior written consent of the Bank release exchange compound set off grant time or indulgence in respect of or in any other manner deal with all or any of the Charged Debts except as expressly provided for in the Debenture;
- 2.3 punctually pay or cause to be paid all rents rates taxes assessments levies impositions and outgoing howsoever imposed upon or payable in respect of the Charged Assets or their use as and when the same shall become payable;
- 2.4 keep all buildings roads pipes wires cables drains structures plant machinery and all fixtures and fittings and all other property at the date of the Debenture or for the time being in or upon the Charged Assets or used for the benefit of the Charged Assets in good and substantial repair and proper working order and replace the same when necessary provided that the Bank may (but without being under any duty to do so) itself repair the Charged Assets and may for that purpose enter upon any land or buildings occupied or owned by the Company

without being deemed to have gone into possession thereof and the Company shall be liable to the Bank for the expenses of the Bank in so doing;

2.5

2.5.1 at the expense of the Company insure and keep insured the Charged Assets with insurers acceptable to the Bank against such risks and in such amounts and otherwise upon such terms as the Bank may require and failing such requirement insured to the full reinstatement value thereof (including the cost of site clearance architects' surveyors' and other professional fees and value added tax) against fire and all other risks against which property of the same type is from time to time normally insured and so that if the Company shall fail to insure in accordance with this covenant the Bank may (without being obliged so to do) itself insure and keep insured the Charged Assets and the Company shall be liable to the Bank for the expenses of the Bank in so doing;

2.5.2 procure that the interest of the Bank is noted upon all policies of such insurance unless the Bank agrees otherwise in writing and the Company will punctually pay all premiums and other monies necessary for effecting and keeping on risk such insurance on the same becoming due and (if the Bank so requires) will produce to or deposit with the Bank all such policies and receipts for all premiums and other payments necessary for effecting and keeping up such policies;

2.5.3 not do or permit any act or commit any default by which the policy of insurance may become void or voidable or by which the Bank may be prevented from receiving all monies payable under the policy and will not without the previous written consent of the Bank effect any other insurance on the Charged Assets;

2.5.4 ensure that all sums at any time payable under any of such policies of insurance shall be paid to the Bank (and if the same be not paid directly to the Bank by the insurers but paid to the Company then the Company shall be trustee of the same for the benefit of the Bank and shall account to the Bank accordingly) and shall (subject to any rights arising before the date of the Debenture in favour of any third party) at the option of the Bank be applied in making good or recouping expenditure in respect of the loss or damage for which such monies are received or in or towards discharge or reduction of any of the Secured Amounts;

2.6 observe and perform or (as the case may be) enforce the observance and performance of all regulations covenants stipulations and provisions to which the Charged Assets or the user thereof is at the date of the Debenture or may thereafter be subjected (including without prejudice to the generality of the foregoing the obligations of the Company as tenant under any lease under which the Charged Assets are held and as landlord under any lease binding on the Bank to which the Charged Assets may from time to time be subject and also the obligations of the tenant under any such lease as last aforesaid) and (if the Bank so requires) produce to the Bank evidence sufficient to satisfy the Bank that all such regulations covenants stipulations and provisions have been observed and performed and keep the Bank indemnified against any breach non-observance or non-performance of the same or any of them and against all resulting liabilities and expenses;

2.7 obtain and comply with all licences permissions and consents required or imposed by any laws which at the date of the Debenture or may after the date of the Debenture affect the Charged Assets and/or the Charged Debts or their use;

2.8 not without the prior written consent of the Bank pull down or remove the whole or any part of any buildings forming part of the Charged Assets or sever or unfix or remove any of the fixtures thereto nor (except for the purpose of effecting necessary repairs thereto or of replacing the same with new or improved models or substitutes) remove any of the plant and machinery thereon or therein belonging to or in use by the Company and will whenever any of the said plant and machinery is destroyed or damaged or deteriorates forthwith replace repair and make good the same;

- 2.9 within 7 days of becoming aware of any notice order direction designation resolution or proposal having specific application to the Charged Assets or to the locality in which they are situated given or made by any planning authority or other public body or authority whatsoever to give full particulars thereof to the Bank and (if the Bank so requires) forthwith and at the cost of the Company take all reasonable and necessary steps to comply with any such notice order direction designation or resolution and make or join with the Bank at the expense of the Company in making such objections or representations in respect of any such proposal as the Bank may desire;
- 2.10 not without the prior written consent of the Bank grant or agree to grant any licence or tenancy affecting all or any part of the Charged Assets nor exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by sections 99 or 100 of the Law of Property Act 1925;
- 2.11 not without the prior written consent of the Bank conclude any negotiations for the review of the rent renewal under Part II of the *Landlord and Tenant Act 1954* of any lease or tenancy under which the Charged Assets are held or any lease or tenancy binding on the Bank to which the Charged Assets may from time to time be subject (such consent not to be unreasonably withheld);
- 2.12 not without the prior written consent of the Bank:
- 2.12.1 carry out or permit or suffer to be carried out on any property comprising the Charged Assets any development as defined in the *Town and Country Planning Act 1971*; or
- 2.12.2 change or permit or suffer to be changed the use of any property comprising the Charged Assets which may adversely affect its value; or
- 2.12.3 make or cause or permit to be made or caused any alteration in or addition to any property comprising the Charged Assets which may adversely affect its value;
- 2.13 procure that no person shall become entitled to assert any proprietary or other like right or interest over the Charged Assets without the prior written consent of the Bank;
- 2.14 permit the Bank and any persons authorised by the Bank full access to any land or buildings owned or occupied by the Company at reasonable times for all purposes connected with this security and for the purposes of carrying out a valuation survey and/or inspection of the Charged Assets;
- 2.15 if and to the extent that the Debenture shall rank after any prior charge punctually pay all sums due and will comply with the obligations and covenants on the part of the Company under such prior charge and will not without the prior written consent of the Bank increase or seek to increase any priority of a principal sum owing under such prior charge;
- 2.16 forthwith on being required by notice in writing by the Bank so to do deposit with the Bank during the continuance of the Debenture:
- 2.16.1 all deeds and documents of title relating to any freehold or leasehold property for the time being owned by the Company (including the counterpart of any lease or licence made by the Company with the consent of the Bank),
- 2.16.2 all certificates and other documents of title relating to stocks shares and/or securities and rights to any shares stocks and/or securities and to all of the intellectual property rights and assets referred to in clause 3.2.7 of the Debenture and
- 2.16.3 all insurance policies relating to any buildings on any freehold or leasehold property for the time being owned by the Company

save in so far as such deeds and documents of title and policies relate to property or assets subject to any mortgage or charge ranking in priority to the *Debenture*;

2.17 forthwith notify the Bank in writing of the acquisition by the Company of any freehold or leasehold property or any shares stocks or other securities or any agreement by the Company to make any such acquisition;

2.18 at any time if so requested by the Bank:

2.18.1 permit the Bank and/or its representatives and agents free access at all reasonable times to inspect and take copies and extracts from the books of account and records of the Company and to furnish all information and facilities which it may require and pay all expenses incurred by the Bank in connection therewith;

2.18.2 at its own cost appoint an accountant or firm of accountants nominated by the Bank to investigate the financial affairs of the Company and/or any subsidiary of the Company and report thereupon to the Bank and the Company hereby authorising the Bank itself at any time to make such appointment on behalf of the Company or on its own account as it shall think fit and in every such case the fees and expenses of such accountant or firm shall be paid by the Company and may be paid by the Bank on behalf of the Company, and

2.19 notify the Bank immediately if any corporate action, legal proceedings, or other procedure or step is taken or any application or notice is made by any person (including, without limitation, the Company) in relation to the administration, administrative receivership, receivership, winding-up or dissolution of the Company.

3. **Automatic crystallisation**

3.1 The floating charge created by the *Debenture* shall immediately attach and become fixed without notice if the Company mortgages charges or encumbers or attempts to mortgage charge or encumber the whole or any part of the Charged Assets without the prior written consent of the Bank or if any of the events specified in Clauses 7.3, 7.4, or 7.7 of the *Debenture* occurs.

3.2 Clause 8 of the *Debenture* does not apply to any Charged Assets situated in Scotland.

4. **Definitions**

Charged Assets means the property assets and undertaking for the time being of the Company which are subject to the charges contained in the *Debenture* other than the Charged Debts and references to the Charged Assets shall include reference to all or any of them;

Charged Debts means all book debts and other debts at the date of the *Debenture* and from time to time thereafter due owing or incurred to the Company other than such of the said debts as the Bank may have specifically agreed in writing to exclude from the first fixed charge contained in Clause 3.2.8 of the *Debenture*;

Receiver means any administrative receiver, receiver and manager for the time being appointed by the Bank under or by virtue of the *Debenture* and if more than one administrative receiver, receiver and manager has been so appointed then the expression the Receiver shall mean any or all of them;

Secured Amounts means the monies and liabilities which the Company covenants in Clause 2 of the *Debenture* to pay and discharge and references to the Secured Amounts shall include reference to any of them; and

Special Account

means the separate denominated account referred to in Clause 4.2.2 of the Debenture.

FILE COPY



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

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

COMPANY No. 05889630

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 17th JANUARY 2007 AND CREATED BY CROSSCO (982) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CLYDESDALE BANK 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 26th JANUARY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd FEBRUARY 2007.

A handwritten signature in black ink, appearing to be 'R'. It is located on the left side of the page, below the main text.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —