

# M

COMPANIES FORM No. 395

049160/13

# 395

CHFP021

## 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.**

Please do not write in this margin

Pursuant to section 395 of the Companies Act 1985

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

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

For official use

Company number

3

3096287

Name of company

\* insert full name of Company

\* SYNCRO LIMITED (the "Company")

Date of creation of the charge

12th July 2007

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

A Debenture dated 12th July 2007 made between David Dawson (the "Lender") (1) and the Company (2) (this "Debenture")

Amount secured by the mortgage or charge

4  
The Company covenants to pay and discharge to the Lender on demand all monies obligations and liabilities whether principal interest or otherwise which may now or at any time in the future be due owing or incurred by the Company to the Lender whether actual or contingent or otherwise together with interest charges and other expenses Interest shall be charged at the rate as may be agreed from time to time between the Lender and the Company

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

David Dawson of The Steps, Commonsides Boundary, Cheadle, Staffordshire  
Postcode ST10 2NU

Reg JA/LA

Presenter's name address and reference (if any) (P)  
Butcher & Barlow  
2-6 Bank Street  
Bury BL9 0DL

For official Use (02/06)  
Mortgage Section

Post room

Time critical reference

THURSDAY



\*AWYJIRD9\*  
A17 19/07/2007 512  
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1 The Company with full title guarantee and as a continuing security hereby charges with the payment or discharge of all monies obligations and liabilities hereby covenanted to be paid or discharged by the Company together with all costs and expenses incurred by the Lender in relation to this Debenture or the monies obligations and liabilities hereby secured -

1 1 by way of legal mortgage any freehold leasehold or other immovable property together with all buildings, trade and other fixtures, fixed plant and machinery of the Company from time to time thereon and the proceeds of sale thereof,

1 2 by way of fixed charge

1 1 2 1 all other freehold leasehold and other immovable property now or in the future belonging or charged to the Company together with all buildings, trade and other fixtures, fixed plant and machinery of the Company from time to time thereon and the proceeds of sale thereof,

1 1 2 2 all plant and machinery computers office and other equipment now or in the future belonging to the Company and the full benefit of any warranties or maintenance contracts for any of the same,

1 1 2 3 all cash, book debts and other debts including rents now or in the future due or owing to the Company,

1 1 2 4 all stocks shares and other securities now or in the future belonging to the Company together with all dividends and other rights deriving therefrom,

1 1 2 5 the goodwill of the Company and its uncalled capital for the time being,

1 1 2 6 the benefit of any licences and all patents patent applications inventions trade marks service marks designs and trade names copyright knowhow and other intellectual property rights and all fees, royalties and other rights of every kind deriving therefrom now or in the future belonging to the Company,

1 3 by way of floating charge the whole of the Company's undertaking and all its property and assets whatsoever and wheresoever present and future other than the property and assets from time to time effectively charged to the Lender by way of legal mortgage or fixed charge by this Debenture

2 The Company shall not without the prior written consent of the Lender create or permit to subsist any mortgage charge pledge lien or other security interest on any of its assets other than this Debenture

Please do not write in this margin

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

as

Particulars as to commission allowance or discount (note 3)

[Empty box for commission allowance or discount]

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

Signed

*B. J. D. D. C.*

Date

*18/7/2007*

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 CF14 3UZ**

**FILE COPY**



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

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

COMPANY No 03096287

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 12th JULY 2007 AND CREATED BY SYNCRO LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO DAVID DAWSON ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 19th JULY 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th JULY 2007

*Paul*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES