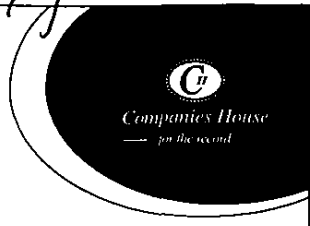


192794/26

In accordance with Section 860 of the Companies Act 2006

MG01

Particulars of a mortgage or charge



A fee is payable with this form
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

What this form is for
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland

What this form is for
You cannot use this form to register particulars of a charge on a company. To do this you must use form MG01s

SATURDAY



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COMPANIES HOUSE

ase
uk

1 Company details

Company number	0	1	4	7	6	9	0	1
Company name in full	George Birchall Limited (the "Company")							

3 For official use

→ **Filing in this form**
Please complete in typescript or in bold black capitals
All fields are mandatory unless specified or indicated by *

2 Date of creation of charge

Date of creation	d	d	m	m	y	y	0	1	y	y
	1	1	0	2	2	0	2	1	2	1

3 Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description: Debenture (the "Debenture")

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured: The Company covenants that it will on demand pay or discharge to the Funder all moneys obligations and liabilities (whether present or future actual or contingent) which may now or at any time hereafter be or become due owing or incurred by the Company to the Funder on any account or otherwise howsoever (whether solely or jointly with any other person and whether as principal or surety) and whether or not the Funder shall have been an original party to the relevant transaction, including interest discount commission and other lawful charges or expenses so that interest shall be calculated and compounded as well after as before any demand made or judgment obtained hereunder (the "Secured Liabilities")

Continuation page
Please use a continuation page if you need to enter more details

MG01

Particulars of a mortgage or charge

5	Mortgagee(s) or person(s) entitled to the charge (if any)		Continuation page Please use a continuation page if you need to enter more details
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge		
Name	George Birchall (the "Funder")		
Address	Fernridge, Heath Rise, Whitmore Heath, Newcastle-under-Lyme, Staffordshire		
Postcode	S T 5 5 J A		
Name			
Address			
Postcode			

6	Short particulars of all the property mortgaged or charged		Continuation page Please use a continuation page if you need to enter more details
	Please give the short particulars of the property mortgaged or charged		
Short particulars	<p>2 The Company with full title guarantee and as a continuing security charges with the payment or discharge of all moneys, obligations and liabilities hereby covenanted to be paid or discharged by the Company</p> <p>2 1 by way of legal mortgage all estates or interests in any freehold, leasehold or other immovable property referred to in the schedule to this Debenture including rents receivable at such property together with all buildings, trade and other fixtures plant and machinery of the Company from time to time therein (the "Legally Mortgaged Property") and the proceeds of sale thereof,</p> <p>2 2 by way of fixed charge all estates or interests in any freehold and leasehold property including rents receivable at such property (except the Legally Mortgaged Property) now or at any time hereafter belonging to the Company together with all buildings, trade and other fixed plant and machinery of the Company from time to time therein (the "Equitably Charged Property") and the proceeds of sale thereof,</p> <p>2 3 by way of fixed charge all the goodwill and uncalled capital for the time being of the Company,</p> <p>2 4 by way of fixed charge all stocks and shares and other securities now or hereafter owned (whether at law or in equity) by the Company and all income and rights relating to the same and all income rights and interests of the Company in and claims under all policies of insurance and assurance and all other contracts now or hereafter held by or inuring to the benefit of the Company,</p> <p>2 5 by way of fixed charge all patents, trade marks, patent applications, brand names, service marks, copyrights, rights in the nature of copyright, design rights, registered designs and other intellectual property rights and agreements relating to the use by the Company of any such intellectual property to which the Company is now or may hereafter become entitled and all agreements under which the Company is now or may become entitled to the payment of any royalty fee or similar income (the "Intellectual Property"),</p> <p>Please see attached continuation page</p>		

MG01

Particulars of a mortgage or charge

7

Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

Nil

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9

Signature

Please sign the form here

Signature

Signature
x *Bonnie T. Jackson* *UK*

This form must be signed by a person with an interest in the registration of the charge

MG01

Particulars of a mortgage or charge

Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **Daniel Whebell**

Company name **Browne Jacobson LLP**

Address **Victoria Square House**

Victoria Square

Post town **Birmingham**

County/Region **West Midlands**

Postcode **B 2 4 B U**

Country **Great Britain**

DX **DX 727740 Birmingham 62**

Telephone **0121 237 3944**

Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.

Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- The company name and number match the information held on the public Register
- You have included the original deed with this form
- You have entered the date the charge was created
- You have supplied the description of the instrument
- You have given details of the amount secured by the mortgagee or chargee
- You have given details of the mortgagee(s) or person(s) entitled to the charge
- You have entered the short particulars of all the property mortgaged or charged
- You have signed the form
- You have enclosed the correct fee

Important information

Please note that all information on this form will appear on the public record

How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge

Make cheques or postal orders payable to 'Companies House'

Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

2 6 by way of fixed charge all book and other debts of the Company whether now or hereafter existing and whether presently payable or hereafter falling due for payment and all rights and claims of the Company against third parties now or hereafter existing and capable of being satisfied by the payment of money (save as charged under sub-clause 2 4 above),

2 7 by way of fixed charge all the plant machinery including associated warranties and maintenance contracts and fixtures and fittings of the Company present and future (the "Equipment"),

2 8 by way of fixed charge all furniture, furnishings, equipment, tools and other chattels of the Company present and future not regularly disposed of in the ordinary course of business,

2 9 by way of fixed charge all funds standing to the credit of the Company from time to time on any account with any bank or financial institution or organisation including all receipts from time to time paid into an account in accordance with clause 6 1 of the Debenture,

2 10 by way of fixed charge the benefit of hedging arrangements, futures transactions or treasury instruments, and

2 11 by way of floating charge its undertaking and all its property assets and rights whatsoever and wheresoever present and/or future including those for the time being charged by way of fixed charge pursuant to the foregoing paragraphs if and to the extent that such charges as aforesaid shall fail as fixed charges but without prejudice to any such specific charges as shall continue to be effective

4 1 The Company hereby covenants with the Funder that it will not without the prior consent in writing of the Funder

4 1 1 create or attempt to create or permit to subsist any mortgage, charge, lien, hypothecation or pledge or any other security interests, any arrangement or segregation of assets for the purpose of providing security or any other type of preferential arrangement (including without limitation title transfer and retention arrangements) having a similar effect over all or any part of its present or future property, assets or revenues (each an "Encumbrance"),

4 1 2 part with possession of, sell, transfer, lend, lease, licence or otherwise dispose of (or agree to do so) whether by a single transaction or by a number of transactions, whether related or not, the whole or any part of its assets (other than sales of stock in the ordinary course of trading at not less than market value) or revenues,

4 1 3 dispose of the equity of redemption in respect of any of the property, undertaking or assets charged under the Debenture, or

4 1 4 call on, or accept payment of, any uncalled capital

6 The Company hereby further covenants with the Funder that during the continuance of the Debenture the Company will

Please see attached continuation page

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

6 3 not release, exchange, compound, set-off, grant time or indulgence in respect of or deal with such book debts and other debts in any manner other than in accordance with any direction from time to time given in writing by the Funder and in default of and subject to any such direction deal with the same only in the ordinary course of getting in and realising the same (but not sell, assign, factor, or discount the same in any way), and

6 4 not, without prior authorisation from the Funder, make any withdrawal from or direct that any payment be debited from any sums held in any current, deposit or other account with any bank or other financial institution otherwise than as permitted by or pursuant to clause 6 3 above

7 During the continuance of the Debenture the Company undertakes and agrees

7 4 not without the Funder's consent to carry out any development on or make any alterations to the Legally Mortgaged Property and the Equitably Charged Property which require planning permission or approval under building regulations,

7 5 not to exercise the statutory power of leasing and/or accepting surrenders of leases conferred on mortgagors without the consent in writing of the Funder but the Funder may grant or accept surrenders of leases without restriction,

7 6 not to part with the possession of the Legally Mortgaged Property and the Equitably Charged Property or any part thereof nor confer upon any person firm company or body whatsoever any licence right or interest to occupy it or any part thereof without the consent in writing of the Funder,

7 8 not to vary, surrender, cancel or dispose of, or permit to be forfeit, any leasehold interest in any of its properties,

7 12 not to allow any person to create or permit to arise any and all matters which are, or (where any of its properties are not registered) would be unregistered interests which override first registration under Schedule 1 to the Land Registration Act 2002 (the "2002 Act") and/or unregistered interests which override registered dispositions under Schedule 3 to the 2002 Act (as amended by Schedule 12 to the 2002 Act), and

7 13 not to do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of its assets

23 On request the Company will execute any deed or document, or take any other action required by the Funder, to perfect or enhance the Funder's security under the Debenture



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

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 1476901
CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 11
FEBRUARY 2011 AND CREATED BY GEORGE BIRCHALL
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO GEORGE BIRCHALL ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 26
FEBRUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 MARCH 2011

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES