

# M

COMPANIES FORM No. 395

## Particulars of a mortgage or charge

FEE PAID  
£13.00 M I  
1  
COMPANIES HOUSE

# 395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

159543 / 13

CHFP025

Please do not write in this margin

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

\* insert full name of Company

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

For official use

6

Company number

01589762

Name of company

\* BODDINGTONS LIMITED (the "Company")

Date of creation of the charge

18 June 2007

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

Fixed and Floating Charge ("the Charge")

Amount secured by the mortgage or charge

By clause 2 of the Charge the Company has covenanted that it will (1) on demand fully discharge by payment to the Security Holder, without any deduction or set off, all or any monetary liabilities now or at any time owed or incurred by the Company to or in favour of the Security Holder, present or future, actual or contingent, liquidated or unliquidated, whether arising in or by contract, tort, restitution, assignment or breach of statutory duty and whether arising under the Invoice Discounting Agreement dated 18 June 2007 between the Company and the Security Holder for the purchase of Debts and their Related Rights and any agreement made in variation of, or supplemental to, or substitution for such agreement (the "Agreement") or otherwise (collectively the "Obligations") and (2) duly perform all the Obligations other than monetary liabilities

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

RBS Invoice Finance Limited (Company Number 662221), Smith House, P O Box 50, Elmwood Avenue, Feltham, Middlesex ("the Security Holder")

Postcode TW13 7QD

Presentor's name address and reference (if any)  
Hammonds  
7 Devonshire Square  
Cutlers Gardens  
London  
EC2M 4YH  
JXT1/ROY 293-0351

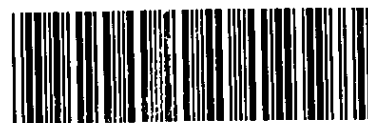
Time critical reference

For official Use (02/00)

Mortgage Section

Post room

MONDAY



LD4

\*L56ITQPM\*

25/06/2007

455

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

By clause 3 1 of the Charge the Company covenants to secure payment and performance as provided for in clause 2 of the Charge with full title guarantee and on the date of the Charge gives the following charges and assignments by way of security in favour of the Security Holder namely

- (a) a fixed charge on all Non-Vesting Debts, and
- (b) a fixed charge on all Related Rights pertaining to the Non-Vesting Debts charged by clause 3 1 (a) of the Charge, and
- (c) a floating charge on all Other Debts, and
- (d) a floating charge on all Related Rights pertaining to the Other Debts charged by clause 3 1 (c), and
- (e) an assignment by way of security of all Non-Vesting Debts, and
- (f) an assignment by way of security of all Related Rights pertaining to the Non-Vesting Debts assigned by way of security by clause 3 1 (e), and
- (g) a floating charge on the property, assets and rights of the Company referred to in clauses 3 1 (a) and 3 1 (b) if and insofar as the charges therein contained shall for any reason be ineffective as fixed charges

(See Addendum 4/4)

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

None

Signed

*H. Hamanley*

Date

22/06/07

On behalf of mortgagee/chargee†

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

Notes

† delete as appropriate

- 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

Company number

01589762

Name of company

\* insert full name  
of company

\* BODDINGTONS LIMITED (the "Company")

Addendum 1/4

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

Addendum 2/4

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

Company number

01589762

Name of company

\* insert full name  
of company

\* BODDINGTONS LIMITED (the "Company")

Addendum 3/4

3 Names, addresses and description of the mortgagees or persons entitled to the charge (continued)

Company number

01589762

Name of company

\* insert full name of company

\* BODDINGTONS LIMITED (the "Company")

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

By clause 5 of the Charge the Company undertakes that except with the prior written consent of the Security Holder

- (1) the Company shall not sell, mortgage, charge, pledge, part with possession of or otherwise dispose of any of the property of the Company charged in favour of the Security Holder pursuant to clause 3 of the Charge (the "Charged Property") subject to the fixed charges constituted by clause 3 of the charge nor release, exchange, compound, set off, grant time or indulgence in respect of any such Charged Property, except as expressly provided in the Charge, and
- (2) the Company shall not enter into any factoring or discounting agreement or any other agreement for the sale and purchase of Non-Vesting Debts and their Related Rights except with the Security Holder, and
- (3) the Company will not sell, assign or transfer the Charged Property subject to the floating charges referred to in the Charge except in the ordinary course of its business (and the charging, factoring or discounting of such Charged Property is expressly agreed not to be in the ordinary course of its business)

Definitions

"Debts" means any present, future or contingent obligation of a customer of Company to make payment under a Sale Contract or where the context allows a part of such obligation, including, (1) The future right to recover sums due following the determination, assessment or agreement of the amount of the obligation, and (2) VAT, and (3) All duties and charges

"Non-Vesting Debts" means all or any Debts purported to be purchased by the Security Holder pursuant to the Agreement but which fail to vest absolutely and effectively in the Security Holder for any reason

"Other Debts" means all indebtedness now or at any time afterwards owing or becoming due to the Company on any account or in any way whatsoever except (i) the Non-Vesting Debts and their Related Rights and (ii) any Debts whilst they remain absolutely and effectively vested in or held on trust for the Security Holder under the Agreement and whether such vesting results from a legal or equitable assignment

"Related Rights" has the meaning attributed to it in the Agreement but so that references to a "Debt" and to a "Sale Contract" in or in connection with such definition shall (where the context so requires) additionally include respectively references to an "Other Debt" and to any contract giving rise to an Other Debt

"Sale Contract" means a contract between the Company and a customer of Company to supply goods or to provide services

FILE COPY



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

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

COMPANY No 01589762

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND FLOATING CHARGE DATED THE 18th JUNE 2007 AND CREATED BY BODDINGTONS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO RBS INVOICE FINANCE LIMITED 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 25th JUNE 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th JUNE 2007.

*Flow*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES