

MG01

096906/13



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 NOT for
You cannot use this form to reg-
ister particulars of a charge for a Sc
company. To do this, please us
form MG01s.

FRIDAY



AY5MKFPN
A20 11/12/2009 34
COMPANIES HOUSE

1 Company details

Company number 0 6 2 5 2 8 3 0

Company name in full A & R SERVICES (M & E) LTD
(the "Company")

2 For official use
→ Filling 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 d0 d7 m1 m2 y2 y0 y0 y9

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 "Deed")

4 Amount secured

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

Amount secured

1 Secured obligations

The Company has covenanted that it will on demand pay to
the Creditor all monies and discharge all obligations and
liabilities now or hereafter due, owing or incurred to the
Creditor under or pursuant to the terms of the Sale and
Purchase Agreement and the Deed (as from time to time
varied extended or replaced) when the same become due for
payment or discharge whether by acceleration or otherwise,
and whether such monies, obligations or liabilities are
express or implied, present or future, actual or contingent.

(CONTINUED ON CONTINUATION SHEET)

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

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Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

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

✓ Name	A + R SERVICES LIMITED (in administration)						
Address	c/o Simon Rowe, Milsted Langdon LLP, One Redcliff Street, Bristol						
Postcode	B	S	1		6	N	P
Name							
Address							
Postcode							

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

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

Short particulars

01745

1	<p>Fixed charge</p> <p>The Company has with full title guarantee charged to the Creditor by way of fixed charge (and as regards all those parts of the freehold and leasehold property in England and Wales now vested in the Company by way of legal mortgage) as a continuing security for the payment and discharge of the Secured Obligations the following assets from time to time owned by the Company or in which the Company may from time to time have an interest (beneficial or otherwise and the proceeds of sale or realisation thereof):</p> <p>(a) <u>Properties</u></p> <p>All present and future freehold and leasehold property of the Company situate in England and Wales (including, without limitation, the property (if any) specified in Schedule 1) and all liens, charges, options, agreements, rights and interests in or over land or the proceeds of sale of land situate in England and Wales and all buildings, fixtures (including trade and tenant's fixtures) and fixed plant and machinery from time to time on such property or land together with all rights, easements and privileges appurtenant to, or benefiting, the same including all options, agreements, liens, mortgages and charges in relation thereto and the proceeds of sale thereof;</p> <p>(b) <u>Plant and machinery</u></p> <p>The Equipment and all present and future plant, machinery, vehicles, tools, computers and office and other equipment of the Company and the benefit of all contracts and warranties relating to the same wherever situated and whether or not affixed to any property and all rights and interests of the Company in any plant and machinery which is hired, leased or rented by the Company from third parties including, without prejudice, to the generality of the foregoing the Company's right to any refunds of rentals or other payments;</p>
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CONTINUED ON CONTINUATION SHEETS

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Particulars of a mortgage or charge

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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

N/A

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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).

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Signature

Please sign the form here.

Signature

Signature

X Briggs Salmon LLP X

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

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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 Richard Clark (Banking)

Company name
Burgess Salmon LLP

Address Narrow Quay House

Narrow Quay

Post town Bristol

County/Region

Postcode B S I 4 A H

Country

DX 7829 Bristol

Telephone +44 (0)117 939 2000



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
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

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	2	Certain liabilities The liabilities referred to in paragraph 1 above shall, without limitation, include interest (both before and after judgment) to the date of payment at such rates and upon such terms as may from time to time be agreed between the Company and the Creditor and in the absence of such agreement at the rate of 2% per annum above the base rate of the Lloyds TSB Bank plc, and all legal, administrative and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Creditor in relation to any such moneys, obligations or liabilities or the release of any of the Charged Assets or the enforcement of the security hereby created or generally in respect of the Company or otherwise incurred in dealing with any matter in relation to the Deed.
	3	Interest The Company shall pay interest at the rate referred to in paragraph 2 above on the money so due (whether before or after any judgment) from the due date and upon such days as the Creditor shall fix. In this Form MG01 the following phrases shall have the meanings given to them below: "Sale and Purchase Agreement" means an agreement for the sale of part of the business and assets of the Creditor entered into on or around the date of the Deed between the Company (as purchaser) and the Creditor (as Vendor); "Charged Assets" means all the undertaking, goodwill, property, assets and rights of the Company described in clauses 3.1 and 3.2 of the Deed, as described in paragraphs 1 and 2 of Section 6 (Short particulars of all the property mortgaged or charged) of this Form MG01, or any part of them; "Secured Obligations" means all moneys, obligations and liabilities covenanted to be paid or discharge by the Company as described in paragraphs 1, 2 and 3 of Section 4 of this Form MG01.

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

(c) Securities

All present and future stocks, shares, bonds, certificates of deposit, derivatives, depository receipts and securities of any kind whatsoever whether marketable or otherwise and all other interests and rights (including but not limited to loan capital or indebtedness or liabilities in any manner owing) in any person, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all rights, money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, income, interest or otherwise in respect thereof and all property and rights in respect of any account held by the Company as participant or as beneficiary or a nominee or trustee participant with any clearance or settlement system;

(d) Book debts

All present and future book debts due or owing to the Company or in which the Company is legally, beneficially or otherwise interested and the proceeds thereof, whether actual or contingent, whether arising under contracts or in any other manner whatsoever and whether originally owing to the Company or purchased or otherwise acquired by it and all things in action which may give rise to any book debt together with the full benefit of any Encumbrances, Collateral Instruments and any other rights relating thereto including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and similar and associated rights;

(e) Insurances

All monies from time to time payable to the Company under or pursuant to the Insurances including without limitation the refund of any premiums;

(f) Goodwill and uncalled capital

All goodwill and uncalled capital of the Company;

(g) Intellectual Property Rights

All present and future (i) patents, trade marks and service marks, trade names, brand names, domain names, registered designs, design rights, copyrights, computer programs, know-how, inventions, formulas and trade secrets and all other industrial or intangible property or rights (whether registered or not); (ii) benefits of any pending applications for any of the rights referred to in (i); (iii) benefits deriving from the rights and applications referred to in (i) and (ii) including, but not limited to, royalties, fees, profit-sharing agreements and income arising therefrom and all licences in respect of any Intellectual Property Rights whether granted to the Company or granted by the Company and all other agreements and ancillary rights to the rights and applications referred to in (i) and (ii) above;

CONTINUED ON CONTINUATION SHEETS

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

(h) Other debts

All other debts, claims, rights and choses in action both present and future of the Company or in which the Company is legally, beneficially or otherwise interested over and above the debts referred to in clause 3.1(d) and the proceeds thereof including without prejudice the generality of the foregoing deposits and credit balances held by the Company with the Creditor or any third party (and whether jointly or otherwise and whether in the Account or otherwise) from time to time, any amounts owing to the Company by way of rent, licence fee, service charge or otherwise in respect of any of the Properties and all rights and the proceeds of such rights actual or contingent arising under or in connection with any contract whatsoever in which the Company has any right, title or interest whether of insurance or otherwise and any amounts owing or which will come into the Company by way of damages, compensation or otherwise and the benefit of all rights relating to such debts, claims, rights and choses in action.

2 Floating charge

The Company has with full title guarantee charged to the Creditor by way of floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to clause 3.1 or otherwise pursuant to the Deed. This Floating Charge is a "Qualifying Floating Charge" within the meaning of paragraph 14 of Schedule B1 to the Insolvency Act 1986, and paragraph 14 shall apply to it.

In this Form MG01 the following phrases shall have the meanings given to them below:

"**Encumbrance**" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, security interest, title retention or other encumbrance of any kind securing, or any right conferring a priority of payment in respect of, any obligation of any person other than a Permitted Encumbrance;

"**Equipment**" means those items listed in Schedule 3 to the Sale and Purchase Agreement together with all spare parts, replacements and modifications thereof;

"**Permitted Encumbrances**" means (i) Encumbrances which the Creditor has agreed to in writing, (ii) any lien arising by operation of law and in the ordinary course of trading, (iii) any Encumbrance arising from any netting or set off arrangement entered into by the Company in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances, (iv) any Encumbrance arising under any retention of title, hire purchase, conditional sale agreement or arrangement having a similar effect in respect of goods supplied to the Company and (v) any Encumbrance arising from any finance or capital lease of vehicles, plant, equipment or computers entered into by the Company (save that the Company shall not or agree to finance or lease any assets acquired by it under the Sale and Purchase Agreement which were not already subject to such arrangements at the date they were acquired from the Creditor).

CONTINUED ON CONTINUATION SHEET

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

ADDITIONAL PROVISIONS

1 Conversion of floating charge by notice

Notwithstanding anything expressed or implied in the Deed, the Creditor shall be entitled by giving notice in writing to that effect to the Company to convert the floating charge over all or any part of the Floating Charge Assets into a fixed charge if any of the Secured Obligations become due and outstanding prior to their stated maturity, if any of the provisions of the Sale and Purchase Agreement or the Deed are breached by the Company or if the Creditor considers that any of the Charged Assets are in jeopardy or are in danger of being seized or sold pursuant to any form of legal process.

2 Automatic conversion of floating charge

The floating charge contained in the Deed shall automatically and without notice be converted into a fixed charge in respect of any Floating Charge Assets:-

- (a) which shall become subject to an Encumbrance other than a Permitted Encumbrance or to a disposition contrary to the provisions described in paragraph 1 above; or
- (b) if and when any person levies or notifies the Company that it intends to levy any distress, execution, sequestration or other process against any of the Charged Assets.

3 Negative Pledge and Restrictions on dealing with Charged Assets

The Company has covenanted that (save in respect of Permitted Encumbrances) it will not without the prior consent in writing of the Creditor:

- (a) dispose of, or create or attempt to create or permit to subsist or arise any Encumbrance on or over, the Debts or any part thereof or the equity of redemption in respect thereof or release, set off or compound or deal with the same otherwise than in accordance with clause 7.1(a) of the Deed and where the Creditor makes a payment at the request of the Company which is debited to any account with the Creditor which is for the time being credit, the Creditor shall be taken to have given any necessary consent for such payment unless it was made as a result of some mistake of fact on behalf of the Creditor;
- (b) create or attempt to create or permit to subsist in favour of any person other than the Creditor any Encumbrance (except a lien arising by operation of law in the ordinary course of trading of the Company over property other than land) on or affecting the other Charged Assets (other than the Equipment in respect of which clause 3.5 of the Deed shall apply) or any part thereof or the equity of redemption in respect thereof; or
- (c) dispose of the other Charged Assets or any part thereof or the equity of redemption in respect thereof or attempt or agree so to do except in the case of Floating Charge Assets which may, and subject to the other provisions of the Deed, be disposed of for full value in the ordinary course of business save that the Company may not dispose of the whole or any material part of the Floating Charge Assets whether by a single transaction or a number of transactions whether related or not.

The Deed secured further advances, and contains further assurance provisions for the protection and preservation of the Creditor's security, and a security power of attorney in favour of the Creditor.

In this Form MG01 the following phrases shall have the meanings given to them below:

"Floating Charge Assets" means the assets of the Company from time to time expressed to be charged by the Deed by way of floating charge.



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

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

**COMPANY NO. 6252830
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 7 DECEMBER
2009 AND CREATED BY A & R SERVICES (M & E) LTD FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO A & R SERVICES LIMITED (IN
ADMINISTRATION) ON ANY ACCOUNT WHATSOEVER UNDER
THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 11 DECEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 DECEMBER
2009

*pat
SA*



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES