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COMPANIES FORM No. 395

395

065093 / 26

Particulars of a mortgage or charge

CHFP021

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

2

5889630

Name of company

* insert full name of Company

* CROSSCO (982) LIMITED ("the Company")

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

See attached Paper Apart.

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

Aberdeen Asset Managers Limited (Registered No SC0108419) with registered office at 1 Albyn Place, Aberdeen ("the Chargee")
Postcode AB10 1YT

Presentor's name address and reference (if any) :

Biggart Baillie Solicitors
Dalmore House, 310 St
Vincent Street, Glasgow
G2 5QR Ref: DSA/20053.105

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room

TUESDAY



A03
23/01/2007
COMPANIES HOUSE 568

Short particulars of all the property mortgaged or charged

See attached Paper Apart.

Please do not write in this margin

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

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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

[Signature]

Date

17/10/07

On behalf of [company] ~~mortgage/charge~~

+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 are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Company: CROSSCO (982) LIMITED
Registered Number: 5889630

THIS IS THE PAPER APART REFERRED TO IN THE FOREGOING FORM 395

For the purposes of the Form 395 the following expressions shall bear the following meanings:-

- "Charged Property" means all the assets, property and undertaking of the Company from time to time charged to the Chargee pursuant to the terms of the Debenture and references to Charged Property include any part of it;
- "Encumbrance" means any mortgage, charge, assignment, pledge, lien, right of set-off, encumbrance or other security interest (whether fixed or floating) together with any preferential right, retention of title or trust agreement or arrangement which has the same commercial or substantive effect as the creation of security;
- "Intellectual Property" means all patents and patent applications, trade and/or service marks and trade and/or service mark applications (and all goodwill associated with such applications), all brand and trade names, all copyrights and rights in the nature of copyright, all registered designs and applications for registered designs, all trade secrets, know-how and all other intellectual property rights now or in the future owned by the Company or in which the Company shall have an interest together with the benefit of all present and future agreements entered into or the benefit of which is enjoyed by the Company relating to the use, licensing or exploitation of any of the aforementioned rights;
- "Loan Note Deed" means the trust deed of even date with the Debenture made between the Company and the Chargee constituting the £1,980,000 Secured Loan Notes 2012/3 of the Company as the same may be varied, amended, modified, supplemented or replaced;
- "Noteholders" means the holders for the time being of the Loan Notes created by the Loan Note Deed;
- "Permitted Encumbrance" means:-

- (a) the security constituted by this Debenture;
- (b) liens arising by operation of law in the ordinary course of business and securing a debt which is no more than 30 days overdue;
- (c) an encumbrance arising by way of retention of title to goods in favour of the supplier of such goods where such goods are supplied subject to the retention of title and are acquired in the ordinary course of business;
- (d) the security constituted by the Debenture of even date as security for the Vendors' Loan Notes; and
- (e) all security in favour of the Company's bankers from time to time;

"Premises"

means all freehold and leasehold property from time to time owned by the Company or in which the Company is otherwise interested, including without limitation, the property, if any, specified in the Schedule hereto and 'Premises' shall mean any one of them;

"Schedule"

means the Schedule to the Debenture; and

"Vendors' Loan Notes"

means the £415,000 9% Secured Loan Notes 2012/3 of the Company.

Amount secured by the Mortgage or Charge:

All money and liabilities now or hereafter due, owing or incurred to the Noteholders and the Chargee by the Company pursuant to the Loan Note Deed or the Debenture in whatsoever manner whether actual or contingent, solely or jointly with any other person and whether as principal or surety together with all interest accruing thereon and all costs, charges and expenses incurred in connection therewith ("the Indebtedness").

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Short particulars of property charged:

CHARGING PROVISIONS

1.1. Fixed Charges

As security for the payment to the Chargee of the Indebtedness the Company with full title guarantee hereby charges:-

- 1.1.1. by way of legal mortgage all the Premises specified in the Schedule together with all buildings and fixtures (including trade and tenant's fixtures) at any time thereon;
- 1.1.2. by way of legal mortgage all other Premises together with all buildings and fixtures (including trade and tenant's fixtures) at any time thereon;
- 1.1.3. by way of fixed charge all other interests (not being charged by Clauses 1.1.1 or 1.1.2 above which the Company now has or may in the future have in any freehold or leasehold property, the buildings and fixtures (including trade and tenant's fixtures), at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in favour of the Company or to which the Company is entitled in respect thereof and all licences now or in the future held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become entitled;
- 1.1.4. by way of fixed charge all plant and machinery, tools, vehicles, furniture and other tangible moveable property which the Company now owns or is interested in or in the future owns or becomes interested in;
- 1.1.5. by way of fixed charge all the goodwill and uncalled capital for the time being of the Company;
- 1.1.6. by way of fixed charge all stocks, shares, debentures, bonds, notes, or other securities which the Company now owns or is interested in or may in the future own or become interested in;
- 1.1.7. by way of fixed charge all rights and interests of the Company in and claims under all policies of insurance either now or in the future held by, or written in favour of, the Company or in which the Company is otherwise interested;
- 1.1.8. by way of fixed charge all book and other debts or receivables of the Company whether existing now or in the future and whether presently payable or hereafter falling due for payment and all rights and claims of the Company against third parties and against any security in respect of such debts;
- 1.1.9. by way of fixed charge all the Company's present and future Intellectual Property;
- 1.1.10. by way of fixed charge all moneys from time to time standing to the credit of any and all accounts which the Company may from time to time maintain with any bank, financial institution, or other person;
- 1.1.11. by way of fixed charge the benefit of all licences, consents, agreements and authorisations from time to time held or utilised

by the Company in connection with its business or the use of any of the Charged Property

(other than any assets of the type referred to in paragraph 1.1.1 to 1.1.11 which are situated in Scotland the rights to which are governed by Scots Law).

1.2. Floating Charge

As further security for the payment to the Chargee of the Indebtedness the Company with full title guarantee hereby charges in favour of the Chargee by way of floating charge all its assets and undertaking whatsoever and wheresoever both present and future and not effectively charged by way of fixed charge pursuant to the provisions of paragraph 1.1 above including (without limitation) any immovable property of the Company situated in Scotland and any assets of the Company falling within any of the types mentioned in paragraphs 1.1.4 to 1.1.11, inclusive, situated in Scotland or the rights to which are governed by Scots Law.

NEGATIVE PLEDGE PROVISIONS

1.3. During the continuance of the Debenture the Company shall not:-

- 1.3.1. create or permit to subsist any Encumbrance on or over all or any part of the Charged Property or agree to do so other than a Permitted Encumbrance; or
- 1.3.2. sell, transfer or otherwise dispose of the whole or any part of the Charged Property (other than the replacement of the assets referred to in paragraph 1.1.4, the expenditure of the assets referred to in paragraph 1.1.10 and the disposal of assets the subject of the floating charge in each case in the ordinary course of business) or the right to receive or to be paid the same or agree to do so; or
- 1.3.3. dispose of the equity of redemption in respect of any of the Charged Property.

1.4. The floating charge created by the Debenture over such Charged Property shall automatically without notice operate as a fixed charge if:-

- 1.4.1. notwithstanding the terms of paragraph 1.3 above, the Company creates an Encumbrance (other than a Permitted Encumbrance) over any of the Charged Property or attempts to do so without the prior consent in writing of the Chargee; or
- 1.4.2. any person levies or attempts to levy any distress, attachment, execution or other process against all or any part of the Charged Property.

- 1.5. The Company hereby applies to the Chief Land Registrar for a restriction to be entered on the Register of Title of all present and future registered Premises of the Company in the following terms:-

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of Aberdeen Asset Managers Limited referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer"

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 THE NOTEHOLDERS AND CHARGEES 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 23rd JANUARY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th JANUARY 2007.

A handwritten signature in black ink, appearing to be 'B. S.', located in the lower-left quadrant of the page.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES