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COMPANIES FORM No. 395

Particulars of a mortgage or charge

N.M. **395**

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

CHFP025

Please do not write in this margin

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

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

Q I I I

6242420

Name of company

* 239 ACTON LANE LIMITED

Date of creation of the charge

13 November 2008

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

05

Debenture dated 13 November 2008 between 239 Acton Lane Limited (the "Obligor") and CTGMS Limited ("CTGMS") (the "Debenture")

Amount secured by the mortgage or charge

4
x
10

The "Secured Liabilities" being all or any monies and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred by the Obligor to CTGMS, whether actually or contingently, solely or jointly and whether as principal or surety and including interest, discount, commission and other lawful charges or expenses which CTGMS may in the course of its business charge or incur as a direct result of having allowed time for payment of management fees and/or other costs or any sum payable by the Obligor to CTGMS, and so that interest shall be computed and compounded according to usual company rates and practice as well after as before any demand made or decree obtained under or in relation to this Debenture.

01+95

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

CTGMS Limited, Cadogan House, 239 Acton Lane, London
Postcode NW10 7NP

Presenter's name address and reference (if any):
Finers Stephens Innocent LLP
179 Great Portland Street,
London,
W1W 5LS

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room

THURSDAY



LD4

LE3FR56J

27/11/2008

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See continuation sheets 1-4

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 Fines Stephen's Investment Ltd Date 27/11/08

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [chargee] †

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

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

**Particulars of a mortgage or charge
(continued)**

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Please do not
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binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company Number

6242420

Name of Company

239 ACTON LANE

Limited*

* delete if
inappropriate

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

[Empty box for description of the instrument]

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

Please do not
write in this
binding margin

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

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

*Please complete
legibly, preferably
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bold block lettering*

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1. By way of fixed charge:-

- 1.1 all estates or interests in any freehold or leasehold property belonging to the Obligor now or at any time after the date of this Debenture together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
- 1.2 all present and future interests of the Obligor in or over land or the proceeds of sale of it and all present and future licences of the Obligor to enter upon or use land and the benefit of all other agreements relating to land to which it is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures) which are at any time on the property charged under the Debenture;
- 1.3 all present and future plant and machinery not otherwise charged under this paragraph 1 and all other present and future chattels of the Obligor (excluding any of the same for the time being forming part of the Obligor's stock in trade or work in progress);
- 1.4 all present and future stocks, shares and other securities owned (at law or in equity) by the Obligor and all rights and interests accruing or offered at any time in relation to them;
- 1.5 all rights and interests in and claims under all policies of insurance and assurance held or to be held by or inuring to the benefit of the Obligor and the benefit of all rights and claims to which the Obligor is now or may be entitled under any contracts;
- 1.6 all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Obligor or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Obligor or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;
- 1.7 all the Obligor's goodwill and uncalled capital for the time being;
- 1.8 all present and future book and other debts and monetary claims of the Obligor whether payable now or in the future and the benefit of all present and future rights and claims of the Obligor against third parties relating to them and capable of being satisfied by the payment of money (save as charged under paragraph 1.5 above);
- 1.9 all present and future bank accounts, cash at bank and credit balances of the Obligor with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest).

*Please complete
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Particulars of a mortgage or charge (continued)

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Continuation sheet No 2
to Form No 395 and 410 (Scot)

*Please complete
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Company Number

6242420

Name of Company

239 ACTON LANE

Limited*

* delete if
inappropriate

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

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

Please do not
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete
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2. By way of floating charge all the Assets not effectively otherwise charged or assigned by the Debenture, (including, without limitation, any immovable property of the Obligor in Scotland and any Assets in Scotland falling within any of the types mentioned in paragraph 1.1).
- 3.1 The Obligor with full title guarantee hereby assigns in favour of CTGMS (subject to the right of the Obligor to redeem such assignment upon payment or discharge in full of the Secured Liabilities) (insofar as they are capable of being assigned by way of security) all the right, title and interest of the Obligor in and to any agreement to which the Obligor is a party except to the extent that it is subject to any fixed charge created under any other provision of this Debenture.
- 3.2 To the extent that any such right, title and interest as is referred to in paragraph 3.1 above is not assignable or capable of assignment, the assignment thereof purported to be effected shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Obligor may derive therefrom or be awarded or entitled to in respect thereof, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities.
4. Any mortgage, fixed charge or other fixed security created by the Obligor in favour of CTGMS shall have priority over the floating charge created by the Debenture, except insofar as CTGMS shall declare otherwise whether at or after the time of creation of such fixed security.
- 5.1 CTGMS may at any time, by notice to the Obligor, immediately convert the floating charge referred to in paragraph 2 above into a fixed charge over any Assets specified in that notice and the floating charge will, without notice from CTGMS, automatically be converted with immediate effect into a fixed charge:-
- 5.1.1 in respect of any Assets which become subject to a fixed charge in favour of any other person;
- 5.1.2 in respect of all the Assets charged in accordance with paragraph 2 above if and when the Obligor ceases to carry on business or to be a going concern; and
- 5.1.3 in respect of all the Assets on the making of an order for the compulsory winding-up of the Obligor, on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Obligor or the taking of any steps (including, without limitation, the making of an application or the giving of any notice) by the Obligor or any other person for the appointment of an administrator in respect of the Obligor.
- 5.2 The provisions referred to in paragraph 5.1 will not apply to any Assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such automatic conversion.
6. The Obligor will not without the previous written consent of CTGMS:-
- 6.1 create or attempt to create or permit to subsist any mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or encumbrance on all or any of its Assets; or
- 6.2 sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets (other than any Assets the subject of a floating charge (but not any fixed charge or mortgage) on arms length terms in the ordinary course of trading); or
- 6.3 in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset.

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Particulars of a mortgage or charge (continued)

Please do not
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Continuation sheet No 3
to Form No 395 and 410 (Scot)

*Please complete
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Company Number

6242420

Name of Company

239 ACTON LANE

Limited*

* delete if
inappropriate

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

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

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

*Please complete
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7. If CTGMS so requests at any time the Obligor will apply to the Chief Land Registrar for a restriction to be entered on the Register of Title of all present and future registered freehold and leasehold property of the Obligor in the following terms:

"No disposition or charge or other security interest of the registered estate by the proprietor of the registered estate [or by the proprietor of any registered charge] is to be registered without a written consent signed by the proprietor for the time being of the charge [date] in favour of CTGMS Limited referred to in the Charges Register or, if appropriate, signed on behalf of such proprietor by its authorised signatory".

8. The obligation on the part of CTGMS to allow the Obligor further time for payment is deemed to be incorporated in this Debenture and if CTGMS so requests at any time the Obligor will apply to the Chief Land Registrar for a note of such obligation to be entered on the Register of Title of all present and future registered freehold and leasehold property of the Obligor.

9. The Obligor will, immediately upon execution of this Debenture, deliver to CTGMS (or as it shall direct) all certificates and other documents of title to the stocks, shares and other securities referred to in paragraph 1.4 above together with stamped stock transfer forms in respect of the same executed in blank (except for the number and class of shares and the name of the transferor) and left undated. CTGMS may at any time after the date of the Debenture complete the instruments of transfer on behalf of the Obligor in favour of themselves or such other person as they shall select.

10. The Obligor (at its own cost) will on demand in writing by CTGMS execute and deliver in such form as CTGMS may reasonably require:-

- 10.1 a legal mortgage of any freehold or leasehold property of the Obligor and of any freehold or leasehold property acquired by the Obligor after the date of this Debenture;
- 10.2 a standard security or other fixed security over the Obligor's heritable freehold, leasehold or other property;
- 10.3 a fixed charge or assignment in security of any Asset subject to a floating charge in accordance with paragraph 2 above;
- 10.4 a chattel mortgage over such chattels, plant and machinery as CTGMS may specify; and
- 10.5 a notice of any assignment of its right, title and interest to any of the agreements referred to in paragraph 3.1 above;

and the Obligor will execute such other deeds, documents, agreements and instruments and will otherwise do and concur in all such other acts or things as CTGMS may deem necessary for perfecting, preserving or protecting the security created (or intended to be created) by the Debenture or for facilitating the realisation of the Assets or the exercise of any rights of CTGMS hereunder.

11. The Obligor shall:

- 11.1 get in and realise the Obligor's book and other debts and other monies, in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into an account in accordance with paragraph 11.2 below) upon trust for CTGMS; and
- 11.2 pay into such account as CTGMS may direct all monies which it receives in respect of any book or other debts and other monies charged to CTGMS.

- 1.5 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to any floating charge created pursuant to the Debenture.

**Particulars of a mortgage or charge
(continued)**

CHFP025

Please do not
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Continuation sheet No 4
to Form No 395 and 410 (Scot)

*Please complete
legibly, preferably
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bold block lettering*

Company Number

6242420

Name of Company

239 ACTON LANE

Limited*

* delete if
inappropriate

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

[Empty box for description of the instrument]

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

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

*Please complete
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In the interpretation of the above:-

"Assets" shall mean the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Obligor;

"Receiver" shall mean an administrative receiver, receiver and manager or other receiver appointed pursuant to the Debenture in respect of the Obligor or over all or any of the Assets charged by the Debenture.

Please complete
legibly, preferably
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bold block lettering



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

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

COMPANY NO. 6242420
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 13
NOVEMBER 2008 AND CREATED BY 239 ACTON LANE LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE OBLIGOR TO CTGMS 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 27 NOVEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 DECEMBER
2008

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