

MG01

Particulars of a mortgage or charge

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LASERFORM

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

You cannot use this
particulars of a charge
company. To do this
form MG01s

WEDNESDAY



A18

A047PSAC

09/03/2011

233

COMPANIES HOUSE

ease

v uk

1

Company details

Company number

0 0 0 1 3 9 4 4

Company name in full

Ensor Holdings P L C (the "**Mortgagor**")

31

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

0 1 0 3 2 0 1 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

Mortgage deed (the "**Mortgage**") dated 1 March 2011 executed by the Mortgagor in favour of
Lloyds TSB Bank plc (the "**Bank**")

4

Amount secured

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

Amount secured

1 The Mortgagor shall pay to the Bank in accordance with any
relevant agreement between the Bank and the Mortgagor relating to
the amounts secured by the Mortgage or, in the absence of any such
agreement, on demand

(a) all money and liabilities whether actual or contingent (including
further advances made after the date of the Mortgage by the Bank
which as at the date of the Mortgage are or at any time thereafter
may be due, owing or incurred by the Mortgagor to the Bank
anywhere or for which the Mortgagor may be or become liable to the
Bank in any manner whatsoever without limitation (and (in any case)
whether alone or jointly with any other person and in whatever style,
name or form and whether as principal or surety and
notwithstanding that the same may at any earlier time have been
due, owing or incurred to some other person and have subsequently
become due,

(cont)

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 Lloyds TSB Bank plc

Address Corporate Customer Services, Dept , City Office, PO Box 72,
Bailey Drive, Gillingham Business Park, Gillingham, Kent

Postcode M E 8 0 L S

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

1 The Mortgagor with full title guarantee

(a) charges by the way of legal mortgage the property specified in the First Schedule to the Mortgage, being the freehold property known as or being land and buildings on the south side of Don Pedro Close, Normanton registered at HM Land Registry under title number WYK677673, and all buildings and fixtures (including trade fixtures) from time to time on any such property as a continuing security for the payment to the Bank of the Secured Obligations (as defined below),

(b) charges by way of fixed charge as a continuing security for the payment to the Bank of the Secured Obligations any fixed plant and machinery from time to time on any such property as is referred to in paragraph 1(a) above and which is not included within the charge in paragraph 1(a) above, and

(c) (where any property referred to in paragraph 1(a) above is leasehold) charges by way of fixed charge as a continuing security for the payment to the Bank of the Secured Obligations any present or future right or interest conferred upon the Mortgagor in relation thereto by virtue of any Enfranchising Legislation (as defined below) including any rights arising against any nominee purchaser pursuant thereto,

2 The Mortgagor with full title guarantee assigns to the Bank all amounts as at the date of the Mortgage or thereafter owing to the Mortgagor by way of

(a) rent (but excluding ground rent, service charge and any sums payable in respect of any services provided to any tenant or payable in respect of insurance premiums) by any tenant (whether present or future) of the Mortgaged Property,

(b) licence fee by any licensee (whether present or future) of the Mortgaged Property,

(cont)

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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

None

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).

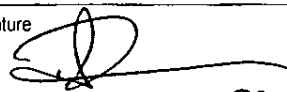
We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate 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  X
FOR AND ON BEHALF OF PRINCIPAL LLP
7 MARCH 2011

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 Rob Fawke

Company name Pannone LLP

Address 123 Deansgate

Post town Manchester

County/Region

Postcode M 3 2 B U

Country

DX 14314 Manchester

Telephone 0161 909 3000



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

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Particulars of a mortgage or charge

4	<h3>Amount secured</h3>
	<p>Please give us details of the amount secured by the mortgage or charge</p>
<p>Amount secured</p>	<p>owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law),</p> <p>(b) interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Mortgagor or, in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select,</p> <p>(c) commission and other banking charges and legal, administrative and other costs, charges and expenses incurred by the Bank in relation to the Mortgage or the Mortgaged Assets (as defined below) (including any acts necessary to release the Mortgaged Assets from the security created by the Mortgage) or in enforcing the security created by the Mortgage on a full and unqualified indemnity basis, and</p> <p>(d) any fees charged by the Bank for the time spent by the Bank's officials, employees or agents in dealing with any matter relating to the Mortgage Such fees shall be payable at such rate as may be specified by the Bank,</p> <p>2 The Mortgagor shall pay interest at the rate aforesaid on the money so due (whether before or after any judgment which may be obtained therefor) upon such days in each year as the Bank and the Mortgagor shall from time to time agree or, in the absence of such agreement, as the Bank shall from time to time fix and (without prejudice to the right of the Bank to require payment of such interest) all such interest shall be compounded (both before and after any demand or judgment) upon such days in each year as the Bank shall from time to time fix, and</p> <p>3 In this form MG01, the following terms shall have the following meanings:</p> <p>"Mortgaged Assets" means the Mortgaged Property and all of the other assets, rights and properties assigned, mortgaged or charged under or pursuant to the Mortgage, and such expression shall include all or any part thereof, and</p> <p>"Mortgaged Property" means the property, assets, rights and interests charged by paragraph 1 of section 6 of this form MG01 and such expression shall include all or any part thereof</p>

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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	<p>(c) service charge and sums payable in respect of services provided to any tenant or payable in respect of insurance premiums by any tenant (whether present or future) of the Mortgaged Property,</p> <p>(d) rent deposit and purchase deposit, and</p> <p>(e) any other amounts (including without limitation ground rents, rent charges and dilapidations) payable by any tenant licensee or occupier (in any such case whether present or future) of the Mortgaged Property,</p> <p>and in each case the proceeds thereof and all rights to recover such amounts and, subject to re-assignment on payment of the Secured Obligations,</p> <p>3 The Mortgagor with full title guarantee charges as a continuing security for the payment to the Bank of the Secured Obligations</p> <p>(a) by way of fixed charge all present and future amounts owing to the Mortgagor by way of rent (but excluding ground rent, service charge and any sums payable in respect of services provided to any tenant or payable in respect of insurance premiums) by any tenant (whether present or future) of the Mortgaged Property (and the proceeds thereof),</p> <p>(b) by way of fixed charge all present and future amounts owing to the Mortgagor by way of licence fee by any licensee (whether present or future) of the Mortgaged Property (and the proceeds thereof),</p> <p>(c) by way of fixed charge all present and future amounts owing to the Mortgagor in respect of service charge and sums payable in respect of services provided to any tenant or payable in respect of insurance premiums by any tenant (whether present or future) of the Mortgaged Property (and the proceeds thereof),</p> <p>(d) by way of fixed charge all present and future amounts owing to the Mortgagor by way of insurance claims in connection with the Mortgaged Property (and the proceeds thereof);</p> <p>(e) by way of fixed charge all present and future amounts owing or which may become owing to the Mortgagor under any building, construction or development contract entered into in connection with the Mortgaged Property or by virtue of the Mortgagor's rights under any retention or other trusts in connection therewith, whether or not any certificate as to the amount due has been issued in respect thereof (and the proceeds thereof),</p> <p>(f) by way of fixed charge all present and future book and other debts other monetary claims and choses in action owing or belonging to the Mortgagor and arising in connection with the Mortgaged Property or any business at any time carried on thereat (insofar as not charged by paragraphs 3(a) to 3(e) above inclusive) (including without limitation any ground rents, rent charges, rent deposits, purchase deposits, dilapidations and monies payable to the Mortgagor pursuant to any Enfranchising Legislation) (and in each case the proceeds thereof), and</p> <p>(g) by way of floating charge all the Mortgaged Chattels (as defined below)</p> <p style="text-align: right;">(cont)</p>

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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	<p>4 The Mortgagor with full title guarantee assigns to the Bank the goodwill of the business (if any) as at the date of the Mortgage or at any time thereafter carried on by the Mortgagor at the Mortgaged Property and the full benefit of the Mortgaged Licences (as defined below) (if any) and also the full right to recover and receive all compensation which may at any time become payable to the Mortgagor by virtue of the Licensing Act 2003 or any other statutory enactment, subject to re-assignment upon payment of all the Secured Obligations,</p> <p>5 The Mortgagor with full title guarantee assigns to the Bank the benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations under any existing lease or underlease of the Mortgaged Property, subject to re-assignment upon payment of all the Secured Obligations,</p> <p>6 The Mortgagor shall at any time if and when required by the Bank execute to the Bank or as the Bank shall direct an assignment or assignments of the benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations under any lease or underlease of the Mortgaged Property granted after the date of the Mortgage to secure the Secured Obligations, such assignments to be prepared by or on behalf of the Bank at the cost of the Mortgagor and to contain all such clauses for the benefit of the Bank as the Bank may require,</p> <p>7 Where the Mortgagor (by virtue of an estate or interest in the Mortgaged Property) is or becomes entitled to a share or shares in any company connected with the Mortgaged Property, the Mortgagor with full title guarantee charges by way of fixed charge the entitlement to such share or shares, and such share or shares when issued and all rights, benefits and advantages at any time arising in respect of the same (the "Share(s)") as a continuing security for the payment to the Bank of the Secured Obligations, and, subject to the rights of the holder(s) for the time being of any Prior Mortgage(s) (as defined below), the Mortgagor shall (if the Bank so requires) transfer the Share(s) to the Bank or as the Bank shall direct and shall deposit the certificate(s) relating to the Share(s) with the Bank,</p> <p>8 The Mortgagor with full title guarantee assigns to the Bank the Intellectual Property Rights (as defined below) that arise in connection with the business (if any) as at the date of the Mortgage or any time thereafter carried on by the Mortgagor at the Mortgaged Property, subject to re-assignment on payment of all the Secured Obligations,</p> <p>9 The security constituted by the Mortgage shall extend to all beneficial interests of the Mortgagor in the Mortgaged Assets and to any proceeds of sale or other realisation thereof or of any part thereof,</p> <p>10 Pursuant to the provisions of the Mortgage, paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by the Mortgage,</p> <p style="text-align: right;">(cont)</p>

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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	<p>11 Pursuant to the provisions of the Mortgage, the Mortgagor shall not without the prior written consent of the Bank</p> <p>(a) sell, assign, license, sub-license, discount, factor or otherwise dispose of or deal in any other way with the Mortgaged Assets (other than the Mortgaged Chattels) subject as provided for in paragraph 12(a) below,</p> <p>(b) sell or otherwise dispose of all or any part of the Mortgaged Chattels except by way of sale, assignment, licence or sub-licence in the ordinary course of business,</p> <p>(c) create or permit to subsist or arise any mortgage, debenture, hypothecation, charge, assignment by way of security, pledge or lien or any other encumbrance or security whatsoever (other than the Prior Mortgage(s) and a lien over any Chattels (as defined below) arising by operation of law in the ordinary course of the Mortgagor's business as conducted during the 12 months preceding the date when the lien first came into existence) over all or any part of the Mortgaged Assets, or</p> <p>(d) enter into any contractual or other agreement or arrangement which has or may have an economic effect similar or analogous to any such encumbrance or security as would be prohibited by paragraph 11(c) above,</p> <p>12 Pursuant to the provisions of the Mortgage</p> <p>(a) paragraph 11(a) above shall not prevent the Mortgagor without such consent as is referred to in that paragraph collecting (i) the rents, fees, service charges, sums, deposits or other amounts referred to in paragraph 2 above or the proceeds thereof or (ii) the proceeds of the book and other debts, monetary claims and choses in action, rentals or other payments referred to in paragraph 3 above, in the ordinary course of business and paying the same into the Mortgagor's account(s) with the Bank in accordance with paragraph 12(b) below. Where the Bank makes a payment at the request of the Mortgagor which is debited to any account with the Bank which is for the time being in credit, the Bank shall be taken to have given any necessary consent for the purposes of paragraph 11(a) above to such payment unless such payment was made as a result of some mistake of fact on the part of the Bank,</p> <p>(b) the Mortgagor shall pay into its account or accounts with the Bank (i) the rents, fees, service charges, sums, deposits and other amounts referred to in paragraph 2 above and the proceeds thereof and (ii) the proceeds of the book and other debts, monetary claims and choses in action, rentals and other payments referred to in paragraph 3 above, provided that (where relevant) the Bank shall be deemed to receive the rentals and other amounts referred to in paragraphs 2 and 3 (a), (b), (c), (d), and (f) above pursuant to the assignment or fixed charge respectively contained therein and not pursuant to the charges over the Mortgaged Property or as mortgagee in possession, and</p> <p>(c) the Mortgagor declares that all such proceeds received or obtained by the Mortgagor or on the Mortgagor's behalf but which are not so paid or transferred into that account or accounts shall be received and held by the Mortgagor on trust for the Bank,</p> <p style="text-align: right;">(cont)</p>

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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	<p>13 Pursuant to the provisions of the Mortgage, the Mortgagor shall at any time if and when required by the Bank execute and deliver to the Bank or as the Bank shall direct such further legal or other assignments, mortgages, securities, charges, agreements and other legal documentation as the Bank shall require of and on all or any of the Mortgaged Assets to secure payment of the Secured Obligations. Such assignments, mortgages, securities, charges, agreements or other legal documentation shall be prepared by or on behalf of the Bank at the cost of the Mortgagor and shall contain all such clauses for the benefit of the Bank as the Bank may require including without limitation if so required by the Bank, in the case of a mortgage or charge on the Mortgaged Property, any such clauses as are contained in any of the Bank's standard forms of mortgage from time to time,</p> <p>14 Pursuant to the provisions of the Mortgage, the Mortgagor shall at any time if and when required by the Bank and at the Mortgagor's cost give notice to such persons as the Bank may require of the assignments, mortgages and charges effected by the Mortgage and any such further legal or other assignments, mortgages, securities, charges, agreements and other legal documentation, and shall take do or execute such steps, acts, deeds, documents and things as the Bank may consider necessary or desirable to give effect to and procure the perfection, of the security intended to be granted by the Mortgage or any such further legal or other assignments, mortgages, securities, charges, agreements or other legal documentation,</p> <p>15 The powers and remedies conferred on mortgagees by the Law of Property Act 1925 shall apply to the Mortgage but without the restriction on the exercise of the power of sale imposed by Section 103 of that Act and the statutory powers of leasing conferred on the Bank shall be extended so as to authorise the Bank to lease and make agreements for leases at a premium or otherwise and to accept surrenders of leases and grant options as the Bank shall think expedient, without the need to observe any of the provisions of Sections 99 and 100 of the said Act,</p> <p>16 The Bank in exercising its statutory power of sale and any receiver appointed by the Bank in exercising his powers under the Mortgage shall be at liberty to sell at such price and on such terms and conditions as it or he in its or his sole discretion thinks fit and shall not be under any duty or obligation to obtain the best or any particular price,</p> <p>17 Neither the Bank nor any such receiver shall be liable to the Mortgagor or any other person for any loss, damage, cost, expense or liability which the Mortgagor or any such person may suffer or incur as a direct or indirect result of the Bank exercising its statutory power of sale, as thereby varied or extended, or such receiver exercising his powers under the Mortgage,</p> <p>18 Pursuant to the provisions of the Mortgage, in favour of a purchaser the Secured Obligations shall be deemed to have become due on the day on which demand for payment thereof is made by the Bank and the statutory power of sale as varied or extended by the Mortgage shall be exercisable from and after that date, which date (without prejudice to the equitable right to redeem) shall be the redemption date,</p> <p>19 Pursuant to the provisions of the Mortgage, the Mortgagor shall not, without the prior written consent of the Bank, in relation to any of the Mortgaged Property</p> <p>(a) exercise the statutory powers and any other powers of leasing, letting, entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases, or</p> <p style="text-align: right;">(cont)</p>	

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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	<p>(b) part with possession of the Mortgaged Property or grant any lease, tenancy, licence, right or interest to occupy the Mortgaged Property, or</p> <p>(c) amend or confer upon any person any lease, tenancy, licence, right or interest to occupy the same or any part thereof or grant any licence or permission to assign, underlet or part with possession of the same or any part thereof,</p> <p>20 At any time after the Bank shall have demanded payment of any of the Secured Obligations or the Mortgagor shall have requested it so to do or an Insolvency Event (as defined below) shall have occurred (upon the happening of which the security created by the Mortgage shall be immediately enforceable) the Bank shall have power in writing under the hand of any official of the Bank authorised by the Bank from time to time, or any person authorised by any such official in writing, to appoint, any person or persons as the Bank thinks fit to be, where so entitled as referred to in paragraph 21 below, an administrator or joint administrators or several administrators or joint and several administrators of the Mortgagor or alternatively a receiver or joint receivers or several receivers or joint and several receivers of the Mortgaged Assets to act, in the case of two or more receivers, jointly, severally or jointly and severally in relation to any part of the Mortgaged Assets and to the extent permitted by law similarly to remove any such receiver and to appoint another or others in his place,</p> <p>21. The power of the Bank to appoint an administrator in accordance with paragraph 20 above shall arise where the security constituted by this Mortgage (together with any other security given by the Mortgagor to the Bank) satisfies any one or more of the provisions of sub-paragraphs 14(3) (a), (b) or (c) of Schedule B1 to the Insolvency Act 1986,</p> <p>22 If the Bank excludes any part of the Mortgaged Assets from the appointment of any receiver, the Bank may subsequently extend that appointment (or that of any receiver replacing such receiver) to such excluded part of the Mortgaged Assets, and</p> <p>23 In this form MG01, the following terms shall have the following meanings</p> <p>"Chattels" means all stock, goods, moveable plant, machinery, implements, utensils, furniture and equipment as at the date of the Mortgage or from time to time placed on or used in or about (but not forming part of) the Mortgaged Property,</p> <p>"Enfranchising Legislation" means any legislation conferring upon a tenant or tenants of property (whether individually or collectively with other tenants of that or other properties) the right to acquire a new lease of that property or to acquire, or require a nominee to acquire, the freehold or any intermediate reversionary interest in that property including (without limitation) the Leasehold Reform Act 1967 the Leasehold Reform, Housing and Urban Development 1993 and the Commonhold and Leasehold Reform Act 2002 but does not include Part II of the Landlord and Tenant Act 1954,</p>	(cont)

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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

"Environmental Law" means all laws (statutory, common law or otherwise) including, without limitation, circulars, guidance notes and codes of practice from time to time regulating the control and prevention of pollution to land water or atmosphere and/or the carrying on of any process or activity on premises and any emissions from and all waste produced by any such process or activity and any chemicals or substances relating to the same whether relating to health and safety, the work place, the environment or the provision of energy (including, without limitation, the Health and Safety at Work etc Act 1974, the Control of Pollution Act 1974, the Environmental Protection Act 1990, the Environment Act 1995, the Water Industry Act 1991, the Water Resources Act 1991, the Statutory Water Companies Act 1991, the Water Consolidation (Consequential Provisions) Act 1991, the Water Act 2003, the Clean Air Act 1993, the Alkali, etc., Works Regulation Act 1906, the Planning (Hazardous Substances) Act 1990, the Public Health Acts and the Radioactive Substances Act 1993 and any European Union directives or regulations regulating the same) from time to time in force and any instrument, plan, regulation, permission, authorisation, order or direction made or issued thereunder or deriving validity therefrom,

"Environmental Licence" means any permit, licence, authorisation, consent or other approval required by or given pursuant to any Environmental Law,

"Insolvency Event" in relation to the Mortgagor means each of the following

- (a) a meeting is convened for the purpose of considering a resolution to wind up the Mortgagor,
- (b) such a resolution as is mentioned in paragraph (a) above is passed,
- (c) a meeting of the directors or members of the Mortgagor is convened for the purpose of considering a resolution to seek a winding up order, an administration order or the appointment of an administrator,
- (d) such a resolution as is mentioned in paragraph (c) above is passed,
- (e) a petition for a winding up or an application for an administration order is made by the Mortgagor or its directors or members or is presented against the Mortgagor,
- (f) such an order as is mentioned in paragraph (e) above is made,
- (g) a notice of appointment of or notice of intention to appoint an administrator is issued by the Mortgagor or its directors or members or by the holder of a qualifying floating charge or a proposal is made for, or the Mortgagor becomes subject to, any voluntary arrangement,
- (h) a receiver (administrative or otherwise) is appointed over all or part of the Mortgagor's assets,
- (i) the Mortgagor takes part in any action (including entering negotiations) with a view to readjustment, rescheduling, forgiveness or deferral of any part of the Mortgagor's indebtedness,
- (j) the Mortgagor proposes or makes any general assignment, composition or arrangement with or for the benefit of all or some of the Mortgagor's creditors,

(cont)

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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	<p>(k) the Mortgagor suspends or threatens to suspend making payments to all or some of the Mortgagor's creditors,</p> <p>(l) any action is taken in any jurisdiction which is similar or analogous to any of the foregoing, or</p> <p>(m) the Bank has reasonable grounds for believing that any of the foregoing is imminent,</p> <p>"Intellectual Property Rights" means</p> <p>(a) all present and future copyrights, patents, designs, trademarks, service marks, brand names, inventions, design rights, know-how, formulas, confidential information, trade secrets, computer software programmes, computer systems and all other intellectual property rights whatsoever without any limitation, whether registered or unregistered, in all or any part of the world in which the Mortgagor is legally, beneficially or otherwise interested,</p> <p>(b) the benefit of any pending applications for the same and all benefits deriving therefrom and thereunder including but not limited to royalties, fees, profit sharing agreements and income arising therefrom and all licences in respect of or relating to any intellectual property rights, whether such licences are granted to the Mortgagor or granted by the Mortgagor, and</p> <p>(c) every item of physical material of any description or type whatever in or in respect of which intellectual property rights may subsist and in respect of each such item the original copy or version or variant owned by, produced by or delivered to or obtained by the Mortgagor and any rejected and surplus materials associated or connected with or forming part of the foregoing which shall include, without limitation, any and all manuals and translations thereof, log books, designs, sketches, algorithms, calculations, diagrams, computations, source codes, models, prototypes, apparatus, computer programmes, photographs, books and other records in any medium, electronic data and any other material of any description whatever in which intellectual property may be incorporated,</p> <p>"Mortgaged Chattels" means all present and future Chattels belonging to the Mortgagor or in which the Mortgagor has any interest,</p> <p>"Mortgaged Licences" means all present and future licences, permits, consents and authorisations (if any) (including Environmental Licences to the extent they are capable of being charged) held in connection with any business at any time carried on by the Mortgagor at the Mortgaged Property,</p> <p>"Prior Mortgage(s)" means the prior mortgage(s) or charge(s) (if any) mentioned in the Second Schedule of the Mortgage, and</p> <p>"Secured Obligations" means</p> <p>(a) all money and liabilities and other sums agreed to be paid by the Mortgagor to the Bank under the Mortgage, and</p> <p>(b) all other money and liabilities expressed to be secured under the Mortgage (including, without limitation, any expenses and charges arising out of or in connection with the acts or matters referred to in clauses 12, 13, 14, 16, 20 and 29 of the Mortgage) and all other obligations and liabilities of the Mortgagor under the Mortgage</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 13944
CHARGE NO. 31

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE DEED DATED 1
MARCH 2011 AND CREATED BY ENSOR HOLDINGS P L C FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO LLOYDS TSB BANK PLC 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 9 MARCH 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 MARCH 2011

OX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES