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

\*insert full name  
of Company

**COMPANIES FORM No. 395**

**Particulars of a mortgage or charge**

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

13

Company number

827692

Name of company

\* Mar Parts Limited ("Company")

Date of creation of the charge

13 May 2008

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

5  
Debenture dated 13 May 2007 between (1) the Company and (2) National Westminster Bank plc ("Bank")  
("Debenture")

Amount secured by the mortgage or charge

4  
All the Company's liabilities to the Bank of any kind and in any currency (whether present or future actual or  
contingent and whether incurred alone or jointly with another) together with the Bank's charges and commission  
Interest and Expenses (the "Company's Obligations")

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

1  
National Westminster Bank plc, whose address is at West Midlands Corporate Office, 5th Floor, 2 St Phillip's  
Place, Birmingham

Postcode B3 2RB

Presenter's name address and  
reference (if any)

DLA Piper UK LLP  
Princes Exchange  
Princes Square  
LEEDS  
LS1 4BY

Time critical reference

BFW/39697/120458/19450503

For official Use (02/06)  
Mortgage Section

MONDAY



\*A160C081\*

A35

02/06/2008

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

The Company covenants to discharge on demand the Company's Obligations and as a continuing security for such discharge and with full title guarantee charges to the Bank

- 1 By way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company,
- 2 By way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Company except the property charged by Clause 11 of the Debenture (described at paragraph 1 above),
- 3 By way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Company,
- 4 By way of fixed charge all plant and machinery of the Company present and future and all associated warranties and maintenance contracts,
- 5 By way of fixed charge all rents receivable from any lease granted out of any freehold and leasehold property of the Company,

cont'd

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

*back*

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*DNA Pipe UK LLP*

Date

*29 May 2008*

On behalf of ~~XXXXXX~~ [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**

Name of company

\*insert full name  
of Company

\* Mar Parts Limited ("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)

## Addendum 3/4

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

## Addendum 4/4

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

6 By way of fixed charge all the goodwill of the Company present and future,

7 By way of fixed charge all the uncalled capital of the Company present and future,

8 By way of fixed charge all stocks shares and other securities held by the Company from time to time in any subsidiary and all income and rights derived from or attaching to the same,

9 By way of fixed charge all Intellectual Property Rights chooses in action licences and claims of the Company present and future and the insurance policies and proceeds of any insurance from time to time affecting the Property "Intellectual Property Rights" include (without limitation) all rights in patents inventions copyrights design rights trademarks service marks database rights confidential information know-how domain names and business names,

10 By way of fixed charge the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Bank or any third party,

11 By way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under the Debenture or any other security present or future held by the Bank

## Note 1

The Debenture contains the following restrictive covenants

1 The Company will not without the previous written consent of the Bank

1 1 Create or permit to arise any mortgage charge or lien on the Property,

1 2 Dispose of the Property charged by Clauses 1 1 to 1 10 of the Debenture inclusive (described at paragraphs 1 to 10 above),

1 3 Accept payment in advance of a call for or call up any uncalled capital,

1 4 Deal with the Company's book debts and other debts otherwise than by collecting them in the ordinary course of the Company's business and in particular the Company will not realise its book debts and other debts by means of block discounting factoring or the like,

Name of company

\*insert full name  
of Company

\* Mar Parts Limited ("Company")

1 5 Dispose of the Property charged by Clause 1 11 of the Debenture (described at paragraph 11 above) other than in the ordinary course of business,

1 6 Grant or accept a surrender of any lease or licence of or part with or share possession or occupation of its freehold and leasehold property or any part of it

2 If the Bank does consent to the creation of a mortgage or charge on the Property it may require a priority agreement or deed with the mortgagee or chargee

**Note 2**

The Debenture contains a power of attorney in favour of the Bank and any Receiver

**Note 3**

The Debenture contains the power to appoint a Receiver

**Note 4****Definitions**

**"Expenses"** means all expenses (on a full indemnity basis) incurred by the Bank or any Receiver at any time in connection with the Property or the Company's Obligations or in taking or perfecting this deed or in preserving defending or enforcing the security created by this deed or in exercising any power under this deed or otherwise with Interest from the date they are incurred

**"Interest"** means interest at the rate(s) charged to the Company by the Bank from time to time

**"Property"** means the whole and any part of the undertaking property and assets of the Company charged by Clause 1 of the Debenture (described at paragraphs 1 to 11 above)

**"Required Currency"** means the currency or currencies in which the Company's Obligations are expressed from time to time



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

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

**COMPANY NO. 827692  
CHARGE NO. 3**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 13 MAY 2008  
AND CREATED BY MAR PARTS LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO  
NATIONAL WESTMINSTER BANK PLC ON ANY ACCOUNT  
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1  
PART XII OF THE COMPANIES ACT 1985 ON THE 2 JUNE 2008**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 JUNE 2008**



*Companies House*  
— for the record —



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**