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COMPANIES FORM No. 395

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Particulars of a mortgage or chargePlease do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
Companies House, Crown Way,
Cardiff CF14 3UZ

For official Use

Company Number

		8
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1476443

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

Name of company

*insert full name
of company

Protectahome Limited

Date of creation of the charge (note 1)

29 February 2008

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

Debenture containing fixed and floating charges

Amount secured by the mortgage or charge

All moneys and liabilities (actual or contingent) for the time being due owing or incurred by the
Company to the Bank on any account and in any manner whatsoever ("the Secured Liabilities")

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

Bank of Scotland plc, incorporated under the Companies Act 1985 and having its registered
office at The Mound, Edinburgh

Postcode EH1 1YZ

Presentor's name, address and reference
(if any)Morgan Cole Solicitors
Bradley Court, Park Place
Cardiff, CF10 3DP
Ref RES/BAN 421164 304
Tele 029 2038 5385For official use
Mortgage section

Post room

Time critical reference

THURSDAY



A15

06/03/2008

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

All the undertaking, property and assets of the Company whatsoever and wheresoever, present and future, as specified in the attached Schedule, which also contains covenants by and restrictions on the Company which protect and further define the charges and must be read as one with the charges

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)

Nil

Signed

Morgan Cole

Date *5 March 2008*

MORGAN COLE SOLICITORS

On behalf of mortgagee

† 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. The address of the Registrar of Companies is -
Companies House, Crown Way, Cardiff CF14 3UZ

Particulars of a mortgage or charge

Name of Company Protectahome Limited
Number of Company 1476443

SCHEDULE OF CHARGES, COVENANTS AND RESTRICTIONS

contained in a Debenture in favour of Bank of Scotland dated 29 February 2008

Charges

Under clause 2 of the Debenture the Company charges with full title guarantee as continuing security for the payment or discharge of the Secured Liabilities -

- 1 by way of legal mortgage all estates or interests in the freehold and leasehold property described in the Schedule to the Debenture together with all present and future buildings, and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the property,
- 2 by way of fixed charge all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of the Debenture (other than any property charged in terms of Clause 2 1 1 of the Debenture) together with all buildings, and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the property,
- 3 by way of fixed charge all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land,
- 4 by way of fixed charge the benefit of all other agreements relating to land which the Company is or may become party or otherwise entitled,
- 5 by way of fixed charge all plant and machinery of the Company now or in the future attached to property which is charged by the foregoing provisions of clause 2 1 of the Debenture,
- 6 by way of fixed charge all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights, money or property of a capital nature at any time accruing or offered in relation to them, whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise,
- 7 by way of fixed charge all rights, money or property of an income nature at any time accruing or payable in relation to the stocks, shares and other securities charged by clause 2 1 2 5 of the Debenture, whether by way of dividend, distribution, interest or otherwise,
- 8 by way of fixed charge all rights and interests in and claims under all insurance contracts or policies now or in the future held by or insuring to the benefit of the Company which relate to Fixed Charge Assets (including all money payable under such contracts and policies),
- 9 by way of fixed charge all rights and interest and claims under all other insurance or assurance contracts or policies now or in the future held by or insuring to the benefit of the Company (including all money payable under them),
- 10 by way of fixed charge all patents, utility models, registered and unregistered trade and service marks, rights in passing off, copyright, registered and unregistered rights in designs and database rights in each case now or in the future held by the Company (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of, and any application for such rights,

- 11 by way of fixed charge the benefit of all agreements and licences now or in the future entered into or enjoyed by the Company relating to the use or exploitation by or on behalf of the Company in any part of the world of any such rights as are referred to in clause 2 1 2 9 of the Debenture but owned by others,
- 12 by way of fixed charge all the Company's rights now or in the future in relation to trade secrets, confidential information and know how in any part of the world,
- 13 by way of fixed charge all present and future book debts of the Company,
- 14 by way of fixed charge all other present and future debts or monetary claims of the Company against third parties (excluding those charged under clause 2 1 2 7 or 2 1 2 8 of the Debenture or arising on fluctuating accounts with other Group Companies),
- 15 by way of fixed charge the benefit of all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to the Company in respect of any Fixed Charge Assets,
- 16 by way of fixed charge all present and future bank accounts, cash at bank and credit balances of the Company (excluding those arising on fluctuating accounts) with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest),
- 17 by way of fixed charge all rights, money or property accruing or payable to the Company now or in the future under or by virtue of a Fixed Charge Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the provisions of clause 2 1 of the Debenture,
- 18 by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by Clause 2 of the Debenture, (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in clause 2 1 2 of the Debenture)

The Company with full title guarantee assigns as a continuing security for the payment or discharge of the Secured Liabilities in favour of the Bank (subject to the right of the Company to require the re-assignment of it upon payment or discharge in full of the Secured Liabilities) -

- 1 all the right, title and interest of the Company in and to any interest rate hedging agreements now or in the future entered into with any person, and
- 2 (insofar as they are capable of being assigned by way of security) all the right, title and interest of the Company in and to any agreement to which the Company is a party except to the extent that it is subject to any fixed charge created under any other provisions of the Debenture

To the extent that any such right, title and interest as is referred to in clause 2 2 of the Debenture is not assignable or capable of assignment, the assignment of it purported to be effected by such clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Company may derive from it or be awarded or entitled to in respect of it, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities

Any mortgage, fixed charge or other fixed security created by the Company in favour of the Bank shall have priority over the floating charge created by the Debenture, except insofar as the Bank shall declare otherwise whether at or after the time of creation of such fixed security

Conversion into fixed charge

The Bank may at any time, by notice to the Company, immediately convert the floating charge into a fixed charge over any assets specified in that notice and the floating charge will, without notice from the Bank, automatically be converted with immediate effect into a fixed charge -

- 1 in respect of any Assets which become subject to any step by any third party to take a fixed charge,

- 2 in respect of any Assets which become subject to any step by any third party to levy any distress, attachment, execution or other legal process against them,
- 3 in respect of all Assets charged under clause 2 1 3 if and when the Company ceases to carry on business or to be a going concern, and
- 4 in respect of all the Assets on the making of an order for the compulsory winding-up of the Company, on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company or the taking of any steps (including, without limitation, the making of an application or the giving of any notice) by the Company or any other person for the appointment of an administrator in respect of the Company

The conversion into fixed charge will not apply -

- 1 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, and/or
- 2, solely by reason of the Company obtaining a moratorium or anything done with a view to obtaining a moratorium under the Schedule A1 of the Insolvency Act 2000

Restriction on charges and disposals

The Company may not without the previous written consent of the Bank -

- 1 create or attempt to create or permit to subsist any right in security, mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or any encumbrance, trust agreement, declaration of trust or trust arising by operation of law over all or any Assets (except in favour of the Bank),
- 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 in terms of a Permitted Disposal), or
- 3 in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 1476443
CHARGE NO. 8

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 29
FEBRUARY 2008 AND CREATED BY PROTECTAHOME LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO BANK OF SCOTLAND PLC ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 6
MARCH 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 MARCH 2008



Companies House
— for the record —

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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES