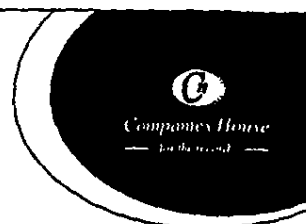


MG01

Particulars of a mortgage or charge

V001765/13



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 NOT for  
You cannot use this form to re-  
gister particulars of a charge for a Se-  
curity company. To do this, please use  
form MG01s.

SATURDAY



A16

\*A3DV0FCC\*

28/11/2009

COMPANIES HOUSE

330

1 Company details

Company number 01853428

Company name in full MARDON PLC

N94901/12/3

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 27/11/2009

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

DEBENTURE

4 Amount secured

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

Amount secured

The Client covenants to discharge on demand all the Clients liabilities  
to RBS Invoice Finance Limited ("RBSIF") of any kind and in any  
currency (whether present or future actual or contingent and whether  
incurred alone or jointly with another) together with RBSIF's charges  
and commission interest (as defined in the Debenture) - such  
liabilities being defined as "Clients Obligations" in the Debenture.

Continuation page  
Please use a continuation page if  
you need to enter more details.

MG01

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.

Name

RBS Invoice Finance Limited whose registered office is at

Address

Smith House, Elmwood Avenue, Feltham, Middlesex

Postcode

T W 1 3 7 Q D

Name

Address

Postcode

Continuation page  
Please use a continuation page if you need to enter more details.

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

As a continuing security for the discharge on demand of the Client's Obligations, the Client with full title guarantee charges to RBSIF:

1. By way of legal mortgage all the freehold and leasehold property now vested in or charged to the Client
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 Client except the property charged by clause 1 (ie that referred to in 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 Client
4. By way of fixed charge all plant and machinery of the Client 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 Client
6. By way of fixed charge all the goodwill of the Client present and future
7. By way of fixed charge all the uncalled capital of the Client present and future
8. By way of fixed charge all stocks shares and other securities held by the Client 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 choses in action licences and claims of the Client present and future and the insurance policies and proceeds of any insurance from time to time affecting the Property (as defined in the Debenture).  
"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 future transaction or treasury instrument made with RBSIF or any third party
11. By way of fixed charge all Fixed Charge Debts (as defined in the Debenture)
12. By way of fixed charge the Related Rights (as defined in the Debenture) of all Fixed Charge Debts (as defined in the Debenture)
13. By way of floating charge all the undertaking and all property assets and rights of the Client present and future not subject to a fixed charge under this deed or any other security present or future held by RBSIF

Notes: 1

# MG01 - continuation page

## 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

Notes:

1. The Debenture also provides that the Client will not without the previous written consent of RBSIF:
  - 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 1.12 inclusive of the Debenture (ie those referred to in paragraphs 1 to 12 above)
  - 1.3 Accept payment in advance of a call for or call up any uncalled capital
  - 1.4 Dispose of the Property charged by clause 1.13 of the Debenture (ie that referred to in paragraph 13 above) other than in the ordinary course of business
  - 1.5 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 RBSIF 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
3. In the Debenture "Property" is defined as the whole and any part of the undertaking property and assets of the Client charged by clause 1 of the Debenture (ie those referred to in paragraphs 1 to 13 above)

MG01

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

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

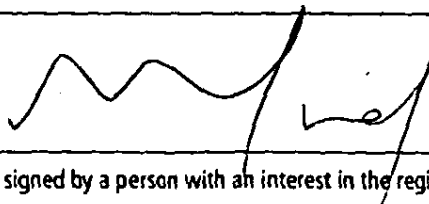
Signature

Please sign the form here.

Signature

Signature

X



X

This form must be signed by a person with an interest in the registration of the charge.

MG01

## 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

CREDIT OPERATIONS MANAGER

Company name

RBS INVOICE FINANCE LTD

Address

SMITH HOUSE

ELMWOOD AVENUE

Post town

FELTHAM

County/Region

MIDOX

Postcode

TW13 7QD

Country

DX

Telephone

0208 895 7756

**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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS.  
DX 481 N.R. Belfast 1.

**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



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

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

COMPANY NO. 1853428  
CHARGE NO. 10

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 27  
NOVEMBER 2009 AND CREATED BY MARDON PUBLIC  
LIMITED COMPANY FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO RBS INVOICE  
FINANCE LIMITED ON ANY ACCOUNT WHATSOEVER WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 28 NOVEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 DECEMBER  
2009

*P. Selby*



Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES