

124611/52

In accordance with Section 860 of the Companies Act 2006.

MG01

Particulars of a mortgage or charge

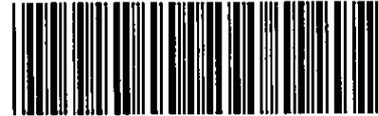


A fee is payable with this form.
We will not accept this form unless you send the correct fee.
Please see 'How to pay' on the last page.

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 register particulars of a charge for a company. To do this, please use form MG01s.

THURSDAY



ANKVTE4N
A13 15/10/2009 13
COMPANIES HOUSE

1 Company details

Company number	0	1	9	9	3	5	2	0
Company name in full	TECHNO ENGINEERING LIMITED (the "Company")							

For official use

1 0

→ **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	^d 0	^d 7	^m 1	^m 0	^y 2	^y 0	^y 0	^y 9
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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 (the "Debenture")

4 Amount secured

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

Amount secured

1 All monies and liabilities which at the date of the Debenture are or shall at any time thereafter be due owing or incurred to the Bank by the Company whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety or in any way whatsoever provided that such monies and liabilities shall not include any monies and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless specifically agreed in writing between the Company and the Bank.

2 All costs charges losses expenses and other sums from time to time expended paid or incurred by or on behalf of the Bank or any Receiver in relation to the Debenture or the Secured Amounts or any

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.
Name	CLYDESDALE BANK PLC (the "Bank")
Address	30 St Vincent Place Glasgow
Postcode	G 1 2 H L
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.
Short particulars	<p>1 By way of legal mortgage:-</p> <p>1.1 all the freehold or leasehold property specified in the Schedule;</p> <p>1.2 all other freehold and leasehold property vested in the Company at the date of the Debenture.</p> <p>2 By way of first fixed charge:-</p> <p>2.1 all freehold and leasehold property acquired by the Company after the date of the Debenture;</p> <p>2.2 all freehold and leasehold property at the date of the Debenture or in the future beneficially owned by but not vested in the Company;</p> <p>2.3 all the plant machinery and fixtures and fittings furniture equipment implements and utensils at the date of the Debenture and in the future belonging to the Company;</p> <p>2.4 all shares stocks and other securities held by the Company from time to time and any rights to the acquisition of any such shares stocks or securities;</p> <p>2.5 all rights and interest of the Company in and claims under all policies of insurance and assurance at the date of the Debenture or thereafter held by or inuring to the benefit of the Company;</p> <p>2.6 all uncalled capital and goodwill for the time being of the Company;</p> <p>2.7 all patents patent applications trade marks trade names registered designs copyrights licences and similar rights for the time being of the Company and all present or future agreements relating to the use by the Company of any intellectual property rights and all present or future agreements under which the Company is entitled to the payment of any royalty fee or similar income; and</p> <p>2.8 the Charged Debts.</p> <p>3 By way of floating charge all the property assets and undertaking of the Company both present and future not subject to a fixed charge hereunder including (without limitation) any immoveable property of the Company situated in Scotland and any other Charged Assets situated in Scotland falling within the type mentioned in paragraph 2 above.</p> <p>The Bank may at any time and from time to time by notice in writing to the Company convert the floating charge into a fixed charge as regards any property assets and/or undertaking specified in the notice and the Bank may thereafter appoint a Receiver thereof in accordance with the provisions of the Debenture. This provision does not apply to any Charged Assets situated in Scotland.</p>

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

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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: <ul style="list-style-type: none">- 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 X <i>Collette LLP</i> X 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 **Richard Berry**

Company name **Cobbetts LLP**

Address **58 Mosley Street**

Post town **Manchester**

County/Region

Postcode

M	2		3	H	Z
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Country

DX

Telephone

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 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

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Amount secured

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

Amount secured

other security held by or offered to the Bank in respect thereof on a full and unlimited indemnity basis including, without prejudice to the generality of the foregoing, all costs charges and expenses (including without limitation the fees of professional advisers to the Bank and the Receiver) incurred in connection with the stamping negotiation preparation execution registration and perfecting of the Debenture or with any proceedings by or against any third party relating to the Charged Assets and/or Charged Debts or to the security constituted by the Debenture or otherwise in the protection realisation or enforcement or attempted realisation or enforcement of the security constituted by the Debenture or any such other security (including without limitation the Bank's own administrative costs and expenses) and in connection with or contemplation of any proceedings under the Debenture or under any such other security or the recovery or attempted recovery of the Secured Amounts whether or not such proceedings are withdrawn or are unsuccessful and all liabilities suffered or incurred by it or him, directly or indirectly, in the execution or purported or attempted execution of any of the powers authorities or discretions vested in it or him under or pursuant to the Debenture and for all actions claims and demands in respect of any matter or thing done or omitted to be done in any way relating to the Charged Assets and/or Charged Debts.

3 Interest to the date of discharge on all sums payable and liabilities to be discharged under any of the provisions of the Debenture.

Interest payable under the provisions referred to above shall be computed and compounded as agreed from time to time between the Company and the Bank or in the absence of such agreement compounded quarterly according to the current practice for the time being of the Bank and computed at the rate of 2% (two per cent) per annum over the Bank's base rate from time to time and shall be payable as well after as before any demand on or judgment against the Company.

In this form 'the Secured Amounts' means the monies and liabilities which the Company covenants in the Debenture to pay and discharge and references to the Secured Amounts shall include reference to any of them.

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	<p data-bbox="343 392 1029 425">Please give the short particulars of the property mortgaged or charged.</p> <p data-bbox="343 459 1388 526">In the Debenture the Company covenants with the Bank that it will not without the prior written consent of the Bank:</p> <ol data-bbox="343 526 1452 884" style="list-style-type: none">1 create or attempt to create or permit to subsist any mortgage or charge upon or permit any lien or other encumbrance to arise on or affect all or any of the Charged Debts; or2 create or attempt to create or permit to subsist any mortgage or charge upon or permit any lien or other encumbrance to arise on or affect all or any part of the Charged Assets; or3 part with sell or dispose of all or except in the ordinary course of the Company's business and for the purpose of carrying on the same any of the Charged Assets; or4 release exchange compound set off grant time or indulgence in respect of or in any other manner deal with all or any of the Charged Debts except as expressly provided for in the Debenture; or5 grant or agree to grant any licence or tenancy affecting all or any part of the Charged Assets nor exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by sections 99 or 100 of the Law of Property Act 1925. <p data-bbox="343 918 478 952">In this form:</p> <p data-bbox="343 952 1452 1041">'the Charged Assets' means the property assets and undertaking for the time being of the Company which are subject to the charges contained in the Debenture other than the Charged Debts and references to the Charged Assets shall include reference to all or any of them;</p> <p data-bbox="343 1041 1452 1176">'the Charged Debts' means all book debts and other debts at the date of the Debenture and from time to time thereafter due owing or incurred to the Company other than such of the said debts as the Bank may have specifically agreed in writing to exclude from the first fixed charge contained in the Debenture;</p> <p data-bbox="343 1176 1452 1310">'the Receiver' means any administrative receiver, receiver and manager for the time being appointed by the Bank under or by virtue of the Debenture and if more than one administrative receiver, receiver and manager has been so appointed then the expression 'the Receiver' shall mean any or all of them.</p> <p data-bbox="343 1344 478 1377">SCHEDULE</p> <p data-bbox="343 1377 399 1411">None</p>	



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

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

**COMPANY NO. 1993520
CHARGE NO. 10**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 7 OCTOBER
2009 AND CREATED BY TECHNO ENGINEERING LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO CLYDESDALE 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 15 OCTOBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 OCTOBER
2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES