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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.

158200/13
395

CHFP025

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[8] [] [] []

03178336

Name of company

* Strongvalue Limited (the "**Company**")

Date of creation of the charge

12 June 2009

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

Debenture between (1) the Company and (2) The Co-operative Bank plc (the "**Bank**") (the "**Debenture**")

Amount secured by the mortgage or charge

All monies, obligations and liabilities at any time owing or incurred by the Company to the Bank on any current or other account or otherwise (whether actual or contingent, as principal or surety and whether solely or jointly with any other person), and whether originally owing to the Bank or otherwise purchased or acquired by it, including interest, discount, commission, bank charges and other charges and expenses charged by the Bank. Such interest shall be calculated and compounded in accordance with the usual practice of the Bank at any time as well after as before any demand made or judgment obtained under the Debenture (the "**Secured Obligations**")

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

The Co-operative Bank plc
PO Box 101
Balloon Street, Manchester

Postcode M60 4EP

Presenter's name address and reference (if any):

Halliwells LLP
The Plaza
100 Old Hall Street
Liverpool
L3 9TD
KMM/C05142/1270

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

THURSDAY



A2M7KB00

A34

25/06/2009

142

COMPANIES HOUSE

Please see addendum 4/4.

Please do not
write in
this margin

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

51

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Halliwells LLP

Date 24 June 2009

On behalf of ~~XXXXXXXX~~ [mortgagee/chargee] † The Co-operative Bank plc

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge.
(See Note 5)*

† 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 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

* Strongvalue Limited (the "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)

Definitions

"Account Balances" means all monies standing to the credit of the Company from time to time on any and all accounts with any bank or financial institution;

"Book Debts" means all present and future book debts of the Company;

"Collections Account" means each specially designated account(s) as the Bank may from time to time direct together with all additions to or renewals or replacements thereof;

"Payment Obligations" means all present and future debts (other than Book Debts) and monetary claims and all other amounts recoverable or receivable (whether ascertained or not) by the Company or due or owing to the Company;

"Refundables" means all present and future payments of or entitlements to claim payment or repayment of any taxes, insurance premiums or other overpayments by the Company.

The Company with full title guarantee charges the following to the Bank as security for the payment and discharge of the Secured Obligations:

1. A Legal mortgage over all the freehold and leasehold property (including heritable property situate in Scotland) of the Company owned at the date of the Debenture and the proceeds of sale thereof together with all buildings, structures and fixtures (including trade and tenant's fixtures) from time to time thereon.

2. A fixed charge over:-

(a) All estates and interests of the Company in freehold, leasehold property (including heritable property situate in Scotland) and other immoveable property (wherever situate) at any time belonging to or charged to the Company (not being charged by clause 1 above) and the proceeds of sale thereof together with all

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buildings, structures and fixtures (including trade and tenant's fixtures) from time to time thereon.

(b) All rights, present and future, under covenants for title given in relation to the property referred to above (the "**Property**") and the benefit of all its rights, present and future, against any lessee, sub-lessee, licensee or other occupier of the Property (including rights to rental income, licence fees, mesne profits and other income) and, in each case, rights against guarantors and sureties for the obligations of such persons.

(c) All rights, present and future, under any contract for sale, letting or other disposal of the Property and any option to renew any lease or purchase any reversion (whether freehold or not) in relation to the Property.

(d) All rights, present and future, against persons in connection with any works carried out and/or services and/or goods supplied in the design, constructing, fitting out, repair or replacement of the Property.

(e) All licences, consents and authorisations (both public and private), present and future, held by the Company in connection with any of its activities.

(f) All present and future plant and machinery (save to the extent that such plant and machinery forms part of its stock in trade or work in progress).

(g) All present and future vehicles (save to the extent that such vehicles forms part of its stock in trade or work in progress).

(h) All present and future computers (save to the extent that such computers forms part of its stock in trade or work in progress).

(i) All present and future office equipment (save to the extent that such office equipment forms part of its stock in trade or work in progress).

(j) All other equipment present and future not more particularly charged by clauses 1 and 2 above (unless it forms part of its stock in trade or work in progress) together with all related spare parts, fuels, equipments, tools and all log books, maintenance records, record books, manuals, hand books, contracts, warranties and services records and all rights present and future against any person in respect of their design, manufacture, purchase, installation, repair and/or replacement.

(k) All the Company's goodwill and uncalled capital, present and future.

(l) All stocks, shares and other securities (including debt securities) and interests in any unincorporated business or entity, at any time during the continuance of the security owned by the Company, together with all rights, benefits and property (including dividend and other income) offered, arising or accruing in relation thereto.

(m) All interests in and rights under policies of insurance and assurance belonging to the Company and all its rights, present and future, to other compensation monies from time to time payable in respect of assets charged by the Debenture.

(n) All patents, trade and service marks, brand and trade names, copyrights, design rights, registered designs, trade secrets, know how, inventions, confidential information and other intellectual property rights including the benefit of any pending applications for any of them belonging to the Company including all the Company's rights under any agreements, both present and future, relating to the use or exploitation of such rights.

(o) All Book Debts (including equitable rights and rights under guarantees, indemnities, liens and other encumbrances).

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(p) All Payment Obligations (including equitable rights and rights under guarantees, indemnities, liens and other encumbrances).

(q) All Refundables (including equitable rights and rights under guarantees, indemnities, liens and other encumbrances).

(r) All monies standing to the credit of any Collections Account.

(s) All Account Balances (not being charged by clause 2(r) above).

The fixed charges created by clauses 2(f) to 2(i) above shall in each case, include all related spare parts, fuels, equipment, tools and all log books, maintenance records, record books, manuals, hand books, contracts, warranties and service records and the benefit of all the Company's rights, present and future, against any person in respect of their design, manufacture, purchase, installation, repair and/or replacement.

3. A floating charge over all the Company's undertaking, property and assets whatever and wherever, both present and future except to the extent effectively charged under clauses 1 and 2 above.

Pursuant to the Debenture the Company has agreed that it will not, without the prior written consent of the Bank, create or allow to subsist any mortgage, charge, assignment by way of security, pledge, lien (save where arising by operation of law in the usual course of business), hypothecation, preferential rights (save as arising under the general law for the protection of certain classes of creditors) or trust or other arrangement made for the purpose of or having an economic or financial effect similar to that of security or other security interest of any kind over any of the assets charged by the Debenture nor attempt to agree to do so and the Company will not sell, transfer, assign, factor, discount or otherwise dispose of any of the assets charged by the Debenture without the prior written consent of the Bank (except of a disposal at market value in the usual course of trading of assets charged by way of floating charge only) or attempt to agree to do so.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 3178336
CHARGE NO. 8

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 12 JUNE 2009
AND CREATED BY STRONGVALUE LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO THE CO-OPERATIVE 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 XII OF THE
COMPANIES ACT 1985 ON THE 25 JUNE 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 JUNE 2009

PO
JJ.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES