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## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

018965 / 26

# 395

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

Company number

16

3194090

Name of company

\* Assured Group Limited ("Company")

Date of creation of the charge

1 April 2008

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

Guarantee and Debenture

Amount secured by the mortgage or charge

(1) All sums of money or other indebtedness and/or liabilities whatsoever (whether present, future, actual and/or contingent) which now are or shall from time to time hereafter be due, owing or incurred by Assured Group Holdings Limited to the Debenture Holder pursuant to £500,000 variable rate secured loan note 2013 ("Loan Note");  
(2) (on a full indemnity basis) all costs, losses, charges, liabilities, expenses and other sums expended, paid or incurred by the Debenture Holder or by any Receiver or Administrator appointed by any delegate or sub-delegate appointed by the Debenture Holder pursuant to this Debenture in relation to or in connection with the perfection of this Debenture or any breach by the Company of any provision of, or the enforcement or attempted enforcement of this Debenture, and  
(3) interest in respect of all such indebtedness, liabilities, costs, expenses and other monies as are mentioned in paragraphs (1) and (2) above and are outstanding from time to time at the rate or rates applicable under the Loan Note

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

Heath Simon Evans ("Debenture Holder")  
Laurel Bank, 36 Barrow Road, Much Wenlock, Shropshire

Postcode TF13 6ET

Presentor's name address and reference (if any)

Lanyon Bowdler  
Brodie House  
Telford Town Centre  
Telford  
TF3 4DR

Ref RF/54652-1-1

Time critical reference

For official Use (06/2005)  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

(1) by way of fixed charge all estates or interests in any freehold and/or leasehold property of the Company now or at any time during the continuance of this security belonging to or charged to the Company and all licences now or at any time during the continuance of this security held by the Company to use or enter upon any land or building and the benefit of all other agreements relating to any land or building to which the Company is or may at any time during the continuance of this security become a party or otherwise entitled together with all buildings and structures from time to time thereon and all fixtures and fittings (including trade fixtures and fittings but excluding in the case of any leasehold property landlords' fixtures) and fixed plant and machinery from time to time on or in any such property, buildings or structures and/or the proceeds of sale thereof (the "Equitably Charged Property" which expression shall include any part thereof)

(2) by way of fixed charge all present and future goodwill and uncalled capital for the time being of the Company (the "Goodwill and Uncalled Capital" which expression shall include any part thereof)

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)

Signed Loren Bandler

Date 4 April 2008

On behalf of [company] [mortgagee/chargee] †

**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**.

CHFP025

## Particulars of a mortgage or charge (continued)

Please do not  
write in this  
binding margin

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

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

Company Number

3194090

Name of Company

Assured Group

Limited\*

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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

Please do not  
write in this  
binding margin

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

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

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

(3) by way of floating charge all book and other debts and monies which now are or may hereafter from time to time become due or owing to the Company and the benefit of all present, future and contingent rights and claims relating thereto (including all bills of exchange, promissory notes, negotiable instruments, legal and equitable charges and any other security, reservations of proprietary rights, unpaid vendor's liens and rights of tracing and similar and associated rights and any amounts from time to time standing to the credit of any bank or other account of the Company and the benefit of any present or future insurance policies and all proceeds thereof and all things in action which may give rise to any debt, revenue or claim) (the "Book Debts")

(4) by way of fixed charge all of the Company's rights to or interest in any unfixed plant, machinery and equipment, excluding any which for the time being form part of the Company's stock in trade or work in progress (the "Unfixed Equipment" which expression shall include any of the same or any part thereof)

(5) by way of fixed charge all stocks, shares, bonds, loan capital, share warrants and other securities, whether marketable or otherwise, which, or any interest in which, now are or may at any time during the continuance of this security belong to the Company (including all allotments, benefits, advantages, rights, monies, property or dividends relating, incidental or accruing thereto) (the "Securities")

(6) by way of fixed charge all patents, patent applications, copyrights, database rights, designs, design rights (whether registered or not), rights in the nature of copyright, trade marks, service marks (whether registered or not) and trade mark or service mark applications, trade and business names, domain names, know how, formulae, inventions, confidential information, trade secrets and computer programs (or the equivalent of any of the foregoing) and all other intellectual property rights and the benefit of all licences and consents relating to any of the foregoing and all fees, royalties or other rights derived therefrom or incidental thereto in any part of the world thereto whatsoever and wheresoever now or at any time during the continuance of this security belonging to the Company (whether solely or jointly) or to which the Company is a party or otherwise entitled (the "Intellectual Property")

(7) by way of fixed charge the benefit of all rights, licences, rent deposits, guarantees, warranties, deeds, contracts and undertakings relating to any of the Equitably Charged Property (the "Licences")

(8) by way of fixed charge all insurance policies (including all policies of life insurance or assurance or critical illness) and all rights and claims to which the Company is now, or may at any time in the future become, entitled in relation to the proceeds of any such policies (the "Insurances")

(9) by way of floating charge all of the Company's undertaking and all of its other assets, property, rights, income and interests whatsoever and wheresoever both present and future including any expressed as charged by way of fixed charge if and to the extent that such charge may fail for any reason to operate as a fixed charge (the "Floating Charge Assets"). The provisions of paragraph 14 of Schedule B1 to the Insolvency Act (incorporated by Schedule 16 of the Enterprise Act 2002) shall apply to the floating charge created by this clause 3.1 9

The Company shall not save with the prior written consent of the Debenture Holder create or permit to subsist any mortgage, charge, debenture, pledge, lien, assignment, hypothecation, security interest, title retention, right of set-off, preferential right or trust arrangement or other security arrangement or agreement or any right conferring a priority of payment on, over or affecting any of the Equitably Charged Property, the Goodwill and Uncalled Capital, the Book Debts, the Securities, the Intellectual Property, the Licences, Insurances and the Floating Charge Assets, including any part or parts thereof other than a lien or right of set off arising in the ordinary course of business or by operation of law any conditional sale or title retention arising under any contract for the purchase of goods in the ordinary course of business the charges created under the Debenture and the debenture of the same date as the Debenture between the Company and The Royal Bank of Scotland Plc respectively



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

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

**COMPANY NO. 3194090  
CHARGE NO. 6**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A GUARANTEE & DEBENTURE  
DATED 1 APRIL 2008 AND CREATED BY ASSURED GROUP  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO HEATH SIMON EVANS 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 5 APRIL 2008**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 APRIL 2008**



*Companies House*  
— for the record —

PJ



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