



CHFP004

COMPANIES FORM NO. 395

177611/52

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.

Please do not  
write in  
this margin

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

\*Insert full name  
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

2

Company number

03939119

Name of company

Pro-Talk Limited (the "Owner")

Date of creation of the charge

19 June 2009

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

Debenture made between the Owner (1) and the Bank (2) (the "Debenture")

Amount secured by the mortgage or charge

All the Owner's liabilities to the Bank (present, future, actual or contingent and whether incurred alone or jointly with another) and include:

- 1.1 Interest at the rate charged by the Bank, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, monthly on the days selected by the Bank.
- 1.2 any expenses the Bank or a receiver incurs (on a full indemnity basis and with interest from the date of payment) in connection with:
  - 1.2.1 the Property charged by Clause 2 (references to Property include any part of it).
  - 1.2.2 taking, perfecting, protecting, enforcing or exercising any power under the Debenture.

(the "Owner's Obligations").

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

National Westminster Bank Plc

9th Floor, 280 Bishopsgate, London

(the "Bank")

Postcode

EC2M 4RB

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

Our Ref:  
Taylor Wessing LLP  
5 New Street Square  
London  
EC4A 3TW

Time critical reference

Ref: AKG/CYK Deb P-TL

For official Use  
Mortgage Section

Post room

FRIDAY



PC1

\*PD611B13\*

26/06/2009

407

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1. Charge

The Owner, as a continuing security for its Obligations and with full title guarantee, gives to the Bank:

1.1 a fixed charge over the following property of the Owner, whether owned now or in the future:

1.1.1 all Land vested in or charged to the Owner. References to Land are to any interest in freehold or leasehold land.

1.1.2 all fixtures and fittings attached to any Land.

1.1.3 all plant and machinery, including any associated warranties and maintenance contracts.

1.1.4 all rents receivable from any lease granted out of any Land.

1.1.5 all the goodwill of the Owner's business.

1.1.6 any uncalled capital.

1.1.7 all stock, shares and other securities held by the Owner at any time in any Subsidiary and all income and rights relating to those stocks, shares and securities.

A Subsidiary is an entity controlled, directly or indirectly, by the Owner or by a Subsidiary of the Owner. 'Control' means the ability to appoint or remove directors or exercise the majority of voting rights, alone or with the agreement of others.

1.1.8 all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights.

1.1.9 the benefit of any hedging arrangements, futures transactions or treasury instruments.

1.2 a floating charge over all the other property, assets and rights of the Owner owned now or in the future, which are not subject to a fixed charge under the Debenture or under any other security held by the Bank.

2. Restrictions

Except as permitted under the terms of the Facility Agreement, the Owner will not, without the consent of the Bank:

2.1 permit or create any mortgage, charge or lien on the Property.

2.2 dispose of the Property charged by Clause 2.1 of the Debenture.

2.3 dispose of the Property charged by Clause 2.2 of the Debenture, other than in the ordinary course of business.

2.4 call on, or accept payment of, any uncalled capital.

2.5 deal with its book and other debts, except by collecting them in the ordinary course of its business. In particular, the Owner will not realise its book and other debts by means of invoice discounting or factoring arrangements.

2.6 grant, or accept a surrender of, any lease or licence of any of its Land or consent to any assignment or sub-letting by a tenant.

2.7 part with or share possession or occupation of any of its Land.

References to the Facility Agreement are to the agreement dated on or about the date of the Debenture entered into between the Owner and Bank amongst others

Definitions:

Land means any interest in freehold or leasehold land.

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

For National Westminster Bank Plc

Signed Taylor Wessing LLP

Date 25.06.09

On behalf of mortgagee/chargee

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Notes

†delete as appropriate

- 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 Cheques and postal orders are to be made payable to **Companies House**
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ, DX: 33050 Cardiff

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

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

**COMPANY NO. 3939119  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 19 JUNE 2009  
AND CREATED BY PRO-TALK LTD. FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO  
NATIONAL WESTMINSTER 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 26 JUNE 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 JUNE 2009



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES