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COMPANIES FORM No. 395

Particulars of a mortgage or charge

080237/26
395

CHFP025

Please do not
write in
this margin

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

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

2111

4039888

Name of company

* WESTWAY COOLING LIMITED (the "Company")

Date of creation of the charge

8 FEBRUARY 2007

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

DEBENTURE

Amount secured by the mortgage or charge

See Appendix 1.

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

National Westminster Bank plc, 3rd Floor, 3 Temple Back East, Bristol

Postcode BS1 6DZ

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

Burges Salmon LLP
Narrow Quay House
Narrow Quay
Bristol
BS1 4AH

Time critical reference

For official Use (02/00)
Mortgage Section

Post room

WEDNESDAY



A51JWNGF
A59 28/02/2007 612
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See Appendix 2.

Please do not
write in
this margin

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

(No
building
+
95)

Particulars as to commission allowance or discount (note 3)

Signed

Derek Samson

Date

27 / 2 / 07

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

WESTWAY COOLING LIMITED (the "Company")
NATIONAL WESTMINSTER BANK plc (the "Bank")

Appendix 1

Amount Secured by Charge

The Company has covenanted to discharge on demand all the Company's liabilities to the Bank of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Bank's charges and commission Interest and Expenses

Appendix 2

Schedule of Property Charged

- 1 **The Company has covenanted to discharge on demand the Company's Obligations and as a continuing security for such discharge and with full title guarantee has charged to the Bank:-**
- 1.1 **By way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company including any Registered Land**
- 1.2 **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 Company except the property charged by Clause 1.1**
- 1.3 **By way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Company**
- 1.4 **By way of fixed charge all the plant and machinery vehicles and computer equipment of the Company present and future not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts**
- 1.5 **By way of fixed charge all furniture furnishings equipment tools and other chattels of the Company present and future not regularly disposed of in the ordinary course of business**
- 1.6 **By way of fixed charge all rents receivable from any lease granted out of any freehold and leasehold property of the Company**
- 1.7 **By way of fixed charge all the goodwill and uncalled capital of the Company present and future**
- 1.8 **By way of fixed charge all stocks shares and other securities held by the Company from time to time in any subsidiary and all income and rights derived from or attaching to the same**
- 1.9 **By way of fixed charge all stocks shares and other securities of the Company present and future (except those charged by Clause 1.8) and all income and rights derived from or attaching to the same**

- 1.10 By way of fixed charge all Intellectual Property Rights choses in action licences and claims of the Company present and future and the insurance policies and proceeds of any insurance from time to time affecting the Property. **"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
- 1.11 By way of fixed charge the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Bank or any third party
- 1.12 By way of fixed charge all book debts and other debts of the Company present and future and the proceeds of payment or realisation of each of them until the receipt of the proceeds from time to time into an account in accordance with Clause 4.2
- 1.13 By way of fixed charge all funds standing to the credit of the Company from time to time on any account with the Bank or any other bank or financial institution or organisation including all receipts from time to time paid into an account in accordance with Clause 4.2 Provided that the Bank may without prejudice to the Debenture permit the Company to make withdrawals from time to time
- 1.14 By way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under the Debenture

Restrictions

- 2.1 The Company will not without the previous written consent of the Bank:-
- 2.1.1 *Create or permit to arise any mortgage charge or lien on the Property*
- 2.1.2 *Dispose of the Property charged by Clauses 1.1 to 1.13 inclusive*
- 2.1.3 *Deal with the Company's book debts and other debts otherwise than by collecting them in the ordinary course of the Company's business and in particular the Company will not realise its book debts and other debts by means of block discounting factoring or the like*
- 2.1.4 *Dispose of the Property charged by Clause 1.14 other than in the ordinary course of business*
- 2.1.5 *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*
- 2.2 The Company will apply and has agreed that the Bank may apply for a restriction to be entered on the Register of any Registered Land that no disposition of the Registered estate by the proprietor(s) of the Registered estate or by the proprietor(s) of any Registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge created by the Debenture in favour of the Bank referred to in the Charges Register

Notice of Crystallisation

- 3 The Bank may by written notice to the Company convert the floating charge into a fixed charge as regards any of the property assets and rights of the Company present and future not subject to a fixed charge under the Debenture. Following such a notice the Company shall not dispose of any of such Property which is included in the notice without the prior written consent of the Bank

Powers of the Bank

- 7.1 **Section** 103 of the Law of Property Act 1925 shall not apply and the Bank may exercise its power of sale and other powers under that or any other Act or the Debenture at any time after the date of the Debenture

- 7.2 **Section 93(1)** of the Law of Property Act 1925 shall not apply to the Debenture
7.3 The Debenture contains a further assurance clause

Definitions

Company's Obligations: All the Company's liabilities to the Bank of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Bank's charges and commission Interest and Expenses

Expenses: All expenses (on a full indemnity basis) incurred by the Bank or any Receiver at any time in connection with the Property or the Company's Obligations or in taking or perfecting the Debenture or in preserving defending or enforcing the security created by the Debenture or in exercising any power under the Debenture or otherwise with Interest from the date they are incurred

Interest: Interest at the rate(s) charged to the Company by the Bank from time to time

Property: The whole and any part of the undertaking property and assets of the Company charged by Clause 1

Registered Land:	Description of property	Land Registry Title Number
	<i>intentionally left blank</i>	

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04039888

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 8th FEBRUARY 2007 AND CREATED BY WESTWAY COOLING LTD FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NATIONAL WESTMINSTER BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 28th FEBRUARY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th MARCH 2007.

PDW



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES