

# M

# 403a

Please do not  
write in  
this margin

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

\* Insert full name  
of company

For official use      Company number

**T T T**

04335138

Name of company

\* Vixen Software Solutions Limited

1. WAYNE ROGERS  
of 4 TODMORE, GREATHAM, LISS, GU33 6AL

† Delete as appropriate

† Insert a description of the instrument(s) creating or evidencing the charge, eg 'Mortgage', 'Charge', 'Debenture' etc.

**5 The date of registration may be confirmed from the certificate**

Ø Insert brief details of property

[a director] ~~XXXXXXXXXXXXXXX~~ † of the above company, do  
solemnly and sincerely declare that the debt for which the charge described below was given has been  
paid or satisfied in (full) ~~0000~~ †

**Date and Description of charge ‡** Debenture dated 28 February 2002

Date of Registration § 12 March 2002

Name and address of [chargee] ~~XXXXXX XXXX XXXX XXXX XXXX XXXX~~  
 HSBC Bank plc whose registered address is at Poultry, in the City of London, EC2P 2BX

Short particulars of property charged ☒ see attached continuation sheet

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at Garnick House, 27-32 King Declarant to sign below  
Street, London W2E 8JB.

on 

Day	Month	Year
01	04	2009

before me J. Hutchinson, Esq and on behalf of Bank and Company Solicitors LLP

~~A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths~~

**Beale & Company Solicitors LLP**  
**Garrick House**  
**27 - 32 King Street**  
**London**  
**WC2E 8JB**

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

**Wilsons Solicitors LLP**  
**Steynings House**  
**Summerlock Approach**  
**Salisbury**  
**SP2 7RJ**

For official use  
Mortgage section

Post room

WEDNESDAY



A36

\*A665D8U6\*

08/04/2009

COMPANIES HOUSE

260

## Form 403A Continuation Sheet

**Company No:** 04335138

**Name of Company:** Vixen Software Solutions Limited

**Date and description of charge:** Debenture dated 28 February 2002

### Short particulars of property charged:

Legal Mortgage on all freehold and leasehold land now vested in the Company including but not limited to the land and properties specified in Part 1 of the First Schedule of the Debenture together with all buildings fixtures fittings and fixed plant and machinery now or at any time hereafter thereon; and

#### First Fixed Charge on

- i) all present and future right title and interest of the Company in or to any freehold or leasehold or other immovable property wherever situated and all fixtures fittings and fixed plant and machinery now or at any time hereafter thereon;
- ii) benefit to all rights licences guarantees rent deposits contacts deeds undertakings and warranties relating to any land or other property and/or to any trade or business from time to time carried on by the Company
- iii) all chattels including but not limited to the chattels referred to in the Second Schedule to the Debenture now or in the future belonging to the Company including all additions and improvements thereto and replacements thereof;
- iv) all book debts and other debts and monetary claims and any rents licences fees or other payments now or at anytime hereafter due owing or incurred to the Company but not including such debts (if any) as the Bank may from time to time have agreed in writing with the Company shall not be subject to this fixed charge together with the full benefit of all guarantees and securities and all liens reservations of title and other rights in respect of the said debts and claims;
- v) any credit balance on any balance of the Company with the Bank;
- vi) all goodwill and uncalled Capital for the time being of the Company;
- vii) all stocks shares debentures bonds loan capital and other securities including but not limited to the securities referred to in the Second Schedule to the Debenture of any description of any other person and all rights to subscribe or convert other securities into or otherwise acquire any such securities now or at any time hereafter belonging to the Company together with all dividends interest and other income and all other rights of whatsoever kind;
- viii) all letters patent trademarks service marks designs utility models copyrights design rights applications for registration of any of the foregoing and the right to apply for them in any part of the world moral rights inventions confidential information know-how and rights of nature arising or subsisting anywhere in the world in relation to all of the foregoing whether registered or unregistered now or at any time hereafter belonging to the Company including but not limited to those referred to in the Second Schedule of this Debenture;
- ix) all policies of life insurance or assurance and all rights and claims to which the Company is now or may at any time hereafter become entitled in relation to the proceeds thereof or of any other policies of insurance of any description
- x) all rights of other property to which the Company is now or may at any time hereafter become entitled as a result of or in connection with any proceedings threatened or commenced under the Insolvency Act 1986 or any similar legislation in any jurisdiction;
- xi) the benefit of all agreements for the provision by the Company to any person or any loan or credit or financial accommodation of any description now or at any time hereafter entered into by the Company;
- xii) the proceeds of sale of any property hereinbefore referred to; and

Floating Charge on all the undertaking of the Company and all its property whatsoever and wheresoever both present and future but so that the Company shall not except with the prior written consent of the Bank;

- a) create or purport to create or permit to subsist over all or any of the charged property any mortgage charge lien pledge or other security other than this Debenture;
- b) release exchange compound set off grant time or indulgence in respect of or in any other matter deal with all or any of the debts;
- c) part with hire sell assign or dispose of all or (except by a sale or disposal in the ordinary course of the Company's business and for the purpose of carrying on the same) any part of the charged property for the time being charged only by way of floating charge hereunder.