

# M

CHFP025

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legibly, preferably  
in black type, or  
bold block lettering

\*insert full name  
of Company

COMPANIES FORM No. 395

414590 / 13

## Particulars of a mortgage or charge

# 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

[ 14 ]

04741529

Name of company

\* Distribution Technology Limited (the "Chargor")

Date of creation of the charge

27 February 2009

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

Debenture ("the Debenture")

Amount secured by the mortgage or charge

All or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Chargee by the Chargor, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner), including any money and liabilities of the Chargor to a third party which have been assigned or novated to or otherwise vested in the Chargee and including interest, discount, commission and other lawful charges or expenses which the Chargee may in the course of its business charge or incur in respect of any of those matters or for keeping the Chargor's account, and so that interest shall be computed and compounded according to the usual rates and practices of the Chargee (or otherwise agreed in writing) after as well as before any demand made or judgment or decree obtained under or in relation to the Debenture (the "Secured Liabilities").

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

Bank of Scotland plc, The Mound, Edinburgh (the "Chargee")

Postcode EH1 1YZ

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

McGrigors LLP  
Princes Exchange  
1 Earl Grey Street  
Edinburgh  
EH3 9AQ

For official Use (06/2005)  
Mortgage Section

TUESDAY



A17

AMD3E81Z

10/03/2009

364

COMPANIES HOUSE

Time critical reference

EI2149159

Short particulars of all the property mortgaged or charged

See Paper Apart 1.  
For definitions, see Paper Apart 2.

Please do not  
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*Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering*

Particulars as to commission allowance or discount (note 3)

N/A

Signed

FOR M. B. SONS LLP  
*[Signature]*

Date 9 March 2009

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

## PAPER APART 1

**To Form 395 in respect of the debenture granted by Distribution Technology Limited in favour of Bank of Scotland plc dated 27 February 2009**

- 1.1 By way of charge, to the Chargee as a continuing security for the payment or discharge of the Secured Liabilities:-
  - 1.1.1 by way of legal mortgage all estates or interests in the freehold and leasehold property described in the schedule to the Debenture together with all present and future buildings, and fixtures (including trade and tenant's fixtures), which are at any time on or attached to the property;
  - 1.1.2 by way of fixed charge:-
    - 1.1.2.1 all estates or interests in any freehold or leasehold property belonging to the Chargor now or at any time after the date of the Debenture (other than any property charged in terms of clause 2.1.1 of the Debenture) together with all buildings, and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the property;
    - 1.1.2.2 all present and future interests of the Chargor in or over land or the proceeds of sale of it and all present and future licences of the Chargor to enter upon or use land;
    - 1.1.2.3 the benefit of all other agreements relating to land which the Chargor is or may become party or otherwise entitled;
    - 1.1.2.4 all plant and machinery of the Chargor now or in the future attached to property which is charged by the provisions of clause 2.1 of the Debenture;
    - 1.1.2.5 all present and future stocks, shares and other securities owned (at law or in equity) by the Chargor and all rights, money or property of a capital nature at any time accruing or offered in relation to them, whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise;
    - 1.1.2.6 all rights, money or property of an income nature at any time accruing or payable in relation to the stocks, shares and other securities charged by clause 2.1.2.5 of the Debenture, whether by way of dividend, distribution, interest or otherwise;
    - 1.1.2.7 all rights and interests in and claims under all insurance contracts or policies now or in the future held by or insuring to the benefit of the Chargor which relate to Fixed Charge Assets (including all money payable under such contracts and policies);
    - 1.1.2.8 all rights and interest and claims under all other insurance or assurance contracts or policies now or in the future held by or insuring to the benefit of the Chargor (including all money payable under them);

- 1.1.2.9 all patents, utility models, registered and unregistered trade and service marks, rights in passing off, copyright, registered and unregistered rights in designs and database rights in each case now or in the future held by the Chargor (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of, and any application for such rights;
- 1.1.2.10 the benefit of all agreements and licences now or in the future entered into or enjoyed by the Chargor relating to the use or exploitation by or on behalf of the Chargor in any part of the world of any such rights as are referred to in clause 2.1.2.9 of the Debenture but owned by others;
- 1.1.2.11 all the Chargor's rights now or in the future in relation to trade secrets, confidential information and know how in any part of the world;
- 1.1.2.12 all present and future book debts of the Chargor;
- 1.1.2.13 all other present and future debts or monetary claims of the Chargor against third parties (excluding those charged under clause 2.1.2.7 or 2.1.2.8 of the Debenture or arising on fluctuating accounts with other Group Companies);
- 1.1.2.14 the benefit of all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to the Chargor in respect of any Fixed Charge Assets;
- 1.1.2.15 all present and future bank accounts, cash at bank and credit balances of the Chargor (excluding those arising on fluctuating accounts) with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest); and
- 1.1.2.16 all rights, money or property accruing or payable to the Chargor now or in the future under or by virtue of a Fixed Charge Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the foregoing provisions of clause 2.1 of the Debenture;
- 1.1.3 by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by clause 2 of the Debenture, (including, without limitation, any immovable property of the Chargor in Scotland and any Assets in Scotland falling within any of the types mentioned in clause 2.1.2 of the Debenture).
- 1.2 By way of assignment, to the Chargee for the payment or discharge of the Secured Liabilities in favour of the Chargee (subject to the right of the Chargor to require the re-assignment of it upon payment or discharge in full of the Secured Liabilities):
  - 1.2.1.1 all the right, title and interest of the Chargor in and to any interest rate hedging agreements now or in the future entered into with any person; and
  - 1.2.1.2 (insofar as they are capable of being assigned by way of security) all the right, title and interest of the Chargor in and to any agreement to which the Chargor is a party except to the extent that it is subject to any fixed charge created under any other provisions of the Debenture.

## PAPER APART 2

**To Form 395 in respect of the debenture granted by Distribution Technology Limited in favour of Bank of Scotland plc dated 27 February 2009**

**"Assets"** means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Chargor;

**"Fixed Charge Asset"** means an Asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by clause 2.1, 2.2, 2.3 or (with effect from the date of its creation) any security created pursuant to clause 2.11 of the Debenture;

**"Group"** means the Chargor and each of its Subsidiaries and **"Group Company"** shall be construed accordingly; and

**"Subsidiary"** means, in respect of any company, person or entity, any company, person or entity directly or indirectly controlled by such company, person or entity (including any Subsidiary acquired after the date of the charge) and **"Subsidiaries"** shall mean all or any of them, as appropriate.



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

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

**COMPANY NO. 4741529  
CHARGE NO. 4**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 27  
FEBRUARY 2009 AND CREATED BY DISTRIBUTION  
TECHNOLOGY LIMITED FOR SECURING ALL MONIES DUE OR  
TO BECOME DUE FROM THE COMPANY TO BANK OF  
SCOTLAND PLC ON ANY ACCOUNT WHATSOEVER WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE  
COMPANIES ACT 1985 ON THE 10 MARCH 2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 MARCH 2009**



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