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\*insert full name  
of Company

COMPANIES FORM No. 395

214438191

## 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

1117

05264519

Name of company

\* Accident & Equity Limited ('the Mortgagor')

Date of creation of the charge

29 May 2008

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

Debenture dated 29 May 2008 made between (1) the Mortgagor and (2)  
Clydesdale Bank Public Limited Company ('the Bank') ('the Debenture')

Amount secured by the mortgage or charge

See appendix 1 attached

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

See appendix 2 attached

Postcode

Presenter's name address and  
reference (if any)

Eversheds LLP

One Wood Street, London  
EC2V 7WS

2994267

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

FRIDAY



\*AXJPN0CE\*

A36

06/06/2008

339

COMPANIES HOUSE

See appendix 3 attached

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lettering*

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Everheds LLP*

Date

*4 June 2008*

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [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

\*insert full name of  
company

Accident &amp; Equity Limited

**APPENDIX 1*****Amount secured by the mortgage or charge***

The Mortgagor covenants with the Bank to pay and discharge to the Bank on demand made on or at any time after the Secured Amounts become due for payment:

- 1 all monies and liabilities which from the date of the Debenture are or shall at any time hereafter be due owing or incurred to the Bank by the Mortgagor whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety or in any way whatsoever provided that the monies and liabilities which the Mortgagor hereby covenants to pay and discharge shall not include any monies and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless specifically agreed in writing between the Mortgagor and the Bank;
2. on a full and unlimited indemnity basis all costs charges losses expenses and other sums mentioned in clause 17 of the Debenture;
3. interest to the date of discharge on all sums payable and liabilities to be discharged under any of the provisions of the Debenture.

If not already defined, capitalised terms used in this appendix 1 are defined in appendix 4 to this Form 395

Company number

05264519

Company name

\*insert full name of  
company

Accident & Equity Limited

Page 4

## APPENDIX 2

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

**CLYDESDALE BANK PUBLIC LIMITED COMPANY** whose registered office is at 30 St.  
Vincent Place, Glasgow G1 2HL ('the Bank')

\*insert full name of  
company

Accident &amp; Equity Limited

**APPENDIX 3*****Short particulars of all property mortgaged or charged*****THE CHARGE**

1. The Mortgagor with full title guarantee charges in favour of the Bank as a continuing security for the Secured Amounts:-
  - 1.1 by way of legal mortgage:-
    - 1.1.1 all the freehold or leasehold property specified in the Schedule to the Debenture,
    - 1.1.2 all other freehold and leasehold property from the date of the Debenture vested in the Mortgagor.
  - 1.2 by way of first fixed charge.-
    - 1.2.1 all freehold and leasehold property hereafter acquired by the Mortgagor,
    - 1.2.2 all freehold and leasehold property from the date of the Debenture or in the future beneficially owned by but not vested in the Mortgagor,
    - 1.2.3 all the plant machinery and fixtures and fittings furniture equipment implements and utensils from the date of the Debenture and in the future belonging to the Mortgagor,
    - 1.2.4 all shares stocks and other securities held by the Mortgagor from time to time and any rights to the acquisition of any such shares stocks or securities;
    - 1.2.5 all rights and interest of the Mortgagor in and claims under all policies of insurance and assurance from the date of the Debenture or hereafter held by or inuring to the benefit of the Mortgagor,
    - 1.2.6 all uncalled capital and goodwill for the time being of the Mortgagor;
    - 1.2.7 all patents patent applications trade marks trade names registered designs copyrights licences and similar rights for the time being of the Mortgagor and all present or future agreements relating to the use by the Mortgagor of any intellectual property rights and all present or

\*insert full name of  
company

Accident & Equity Limited

future agreements under which the Mortgagor is entitled to the payment of any royalty fee or similar income;

1.2 8 the Charged Debts; and

1.2 9 any sum held within any bank account held in the name of the Mortgagor

1.3 by way of floating charge all the property assets and undertaking of the Mortgagor both present and future not subject to a fixed charge hereunder including (without limitation) any immoveable property of the Mortgagor situated in Scotland and any other Charged Assets situated in Scotland falling within the type mentioned in Clause 1 2.

#### **NEGATIVE PLEDGE**

2. The Mortgagor hereby covenants with the Bank that the Mortgagor will not without the prior written consent of the Bank:

2.1 create or attempt to create or permit to subsist any mortgage or charge upon or permit any lien or other encumbrance to arise on or affect all or any of the Charged Debts; or

2.2 create or attempt to create or permit to subsist any mortgage or charge upon or permit any lien or other encumbrance to arise on or affect all or any part of the Charged Assets; or

2 3 part with sell or dispose of all or except in the ordinary course of the Mortgagor's business and for the purpose of carrying on the same any of the Charged Assets.

Company name

\*insert full name of  
company

Accident &amp; Equity Limited

Page 7

**APPENDIX 4****DEFINITIONS AND CONSTRUCTION****Definitions**

In this Form 395 and its appendices the following definitions apply.

'the Charged Assets'	means the property assets and undertaking for the time being of the Mortgagor which are subject to the charges contained in the Debenture other than the Charged Debts and references to the Charged Assets shall include reference to all or any of them;
'the Charged Debts'	means all book debts and other debts from the date of the Debenture and from time to time hereafter due owing or incurred to the Mortgagor other than such of the said debts as the Bank may have specifically agreed in writing to exclude from the first fixed charge contained in Clause 3.2.8 of the Debenture;
'the Secured Amounts'	means the monies and liabilities which the Mortgagor covenants in Clause 2 of the Debenture hereof to pay and discharge and references to the Secured Amounts shall include reference to any of them.



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

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

**COMPANY NO. 5264519  
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 29 MAY 2008  
AND CREATED BY ACCIDENT & EQUITY LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO CLYDESDALE 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 6 JUNE 2008**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 JUNE 2008**



*Companies House*  
— for the record —



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