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COMPANIES FORM No. 395

515860/13

Particulars of a mortgage or charge

395

CHFP025

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

Please do not write in this margin

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

*insert full name of Company

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

For official use

Company number



05929161

Name of company

* A and E Security Agency Limited

Date of creation of the charge

22 May 2009

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

Debenture (the 'Debenture')

Amount secured by the mortgage or charge

See Schedule One

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

SME Invoice Finance Limited, Hallamshire House, Meadowcourt, 5 Hayland Street, Sheffield

Postcode S9 1BY

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

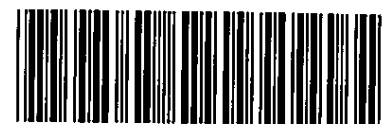
Walker Morris Solicitors
Kings Court
12 King Street
Leeds
LS1 2HL

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

FRIDAY



AFZGIA95

A08

29/05/2009

204

COMPANIES HOUSE

Schedule Two

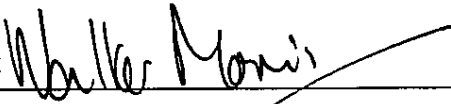
Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed



Date

27 May 2009

On behalf of ~~XXXXXX~~ [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

05929161

Name of company

*insert full name
of Company

* A and E Security Agency Limited

Addendum 1/4

1. Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

Addendum 3/4

3. Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

SCHEDULE 1

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

The Company covenants, on demand, to discharge by payment to the Lender without any deduction or set-off all or any monetary liabilities and obligations now or at any time hereafter owed or incurred by the Company to or in favour of the Lender, present or future, actual or contingent, liquidated or unliquidated, whether or not incurred jointly with any other person, whether arising in or by contract, tort, restitution, assignment or breach of statutory duty and whether arising under the Agreement or otherwise including any such liability of the Company by virtue of any assignment to the Lender of any indebtedness incurred by the Company for any supply of any goods or services to or any hiring by the Company (the "**Obligations**").

SCHEDULE 2

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

To secure payment and performance of the Obligations (as set out in Schedule 1 above) the Company charges in favour of the Lender with full title guarantee:

1.1 By way of fixed charge:

- 1.1.1 all freehold and leasehold land and buildings of the Company both present and future including any land and buildings specified in section 3 of the Schedule to the Debenture and all trade fixtures and fittings and all plant and machinery from time to time in or on any such land or buildings;
- 1.1.2 all goodwill and unpaid and/or uncalled capital of the Company;
- 1.1.3 all stocks, shares and securities and documents evidencing title to or the right to possession of any property at any time deposited with the Lender and the property mentioned in such documents;
- 1.1.4 all intellectual property now owned or at any time hereafter to be owned by the Company (clauses 1.1.1 to 1.1.4 "**Fixed Assets**");
- 1.1.5 any Debt (as defined in the Factoring agreement made on 22 May 2009 between the Company and the Lender (the "**Agreement**")) (purchased or purported to be purchased by the Lender pursuant to the Agreement), of which the ownership fails to vest absolutely and effectively in the Lender for any reason, together with the proceeds of such Debt (the "**Specified Debts**").
- 1.1.6 all amounts now or hereafter owing or becoming due to the Company by the Lender including any amount retained by the Lender under any provision of the Agreement (the "**Client Account**"); and
- 1.1.7 all amounts of indebtedness (other than the Specified Debts and the Client Account) now or at anytime hereafter owing or becoming due to the Company on any account whatsoever and their proceeds together with Related Rights (as defined in the Agreement) pertaining to such amounts of indebtedness and their proceeds (the "**Other Debts**").

- 1.2 By way of floating charge (to which paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies), the undertaking and all the property, rights and assets of the Company, both present and future, including the Company's stock in trade and its uncalled capital and the proceeds of such property rights and assets (the **Property**) other than such of the Property as shall for the time being be subject to the fixed charge created by paragraph 1.1 above (the "**Floating Assets**").

The Company shall be at liberty to sell any item included in the Floating Assets in the normal course of and for the purpose of carrying on its business (on terms not less favourable than those

usual in a business of the nature of that carried on by the Company) until the crystallisation of the floating charge hereby created in respect of such item or of all the Floating Assets.

2 NEGATIVE PLEDGE

Until the full discharge of all the Obligations and the Debenture except with the prior written consent of the Lender the Company shall not:

- 2.1.1 Except as provided in paragraph 1, above, or on the written directions of the Lender sell, part with possession of, create any encumbrance over or otherwise dispose of any of the Property nor, except as expressly provided for in the Debenture release, exchange, compound, set off, grant time or indulgence in respect of any of the Property;
 - 2.1.2 Enter into any factoring or discounting agreement or any other agreement for the sale and purchase of debts except with the Lender.
- 2.2 The Company hereby undertakes in addition to and without prejudice to any other undertaking given elsewhere in the Debenture:
 - 2.2.1 At any time if so required by the Lender (at the Company's expense including any applicable stamp duty) to execute such documents and do such other things as may be requisite to perfect to the Lender title to any of the Property (other than the Specified Debts or Other Debts) or to enable the Lender to exercise any of this rights under the Debenture including the execution of a legal mortgage of any of the freehold or leasehold land and buildings included in those assets detailed in paragraphs 1.1.1 to 1.1.4 above;
 - 2.2.2 At all times during the continuance of the Debenture to keep all such items included in the Property as are tangible in a good state of repair and proper working order;
 - 2.2.3 To keep all items included in the Property fully insured to their replacement value with an insurer approved by the Lender against all risks for which insurance over is usual in a business of the nature of that carried on by the Company and promptly to pay all premiums and other sums payable for this purpose and if so required to produce the receipts for such payments to the Lender; and
 - 2.2.4 To hold on trust for the Lender all the rights of the Company and any sums received under any such policy of insurance and to keep such sums received separate from the Company's own monies and to pay them to the Lender on demand.
- 2.3 In the event that the Company shall fail to pay any insurance premium or other sum for which provision is made in paragraph 2.2.3 above the Lender may pay such premium or sum and recover it from the Company.
- 2.4 At any time when the statutory power of sale or the right to appoint a Receiver (Having the meaning assigned to it in section 29(1)(a) of the Insolvency Act 1986, not being an administrative receiver as defined in section 29(2) of the Act Insolvency Act 1986) is exercisable under the provisions of the Debenture, whether or not such power or right shall have been exercise, the benefits of all insurances relating to the Property shall vest in the Lender.

- 2.5 Until the charges contained in the Debenture are fully discharged the Company shall not without the prior written consent of the Lender exercise any statutory or other power of granting or of agreeing to accept surrenders of leases or tenancies of any or any part of any freehold or leasehold land and buildings charged under paragraphs 1.1.1 to 1.1.4 above.

Note.

1. The Charge gives the Lender the right to appoint a Receiver and / or an administrator.
2. The Charge contains a power of attorney.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 5929161
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 22 MAY 2009
AND CREATED BY A AND E SECURITY AGENCY LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO SME INVOICE FINANCE LIMITED 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 29 MAY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 JUNE 2009

P/UCM



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES