

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

093438/186

CHFP025

Please do not  
write in  
this margin

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

\*insert full name  
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

6133270

01595

Name of company

\* ESPLANADE SECRETARIAL SERVICES LIMITED (the "Company")

Date of creation of the charge

24 March 2009

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

Debenture containing fixed and floating charges (the "Debenture")

Amount secured by the mortgage or charge

See Appendix 1.

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

Bank of Scotland plc (Company number SC327000), The Mound, Edinburgh ("BoS")

Postcode EH1 1YS

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

Burges Salmon LLP  
Narrow Quay House  
Narrow Quay  
Bristol  
BS1 4AH  
JP21/12372.1512

Time critical reference

For official Use (02/00)  
Mortgage Section

FRIDAY



A26

\*A811T8PR\*

03/04/2009

37

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*

Particulars as to commission allowance or discount (note 3)

N/A

Signed

*Bryce Salmon LLP*

Date 01 April 2009

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [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

**ESPLANADE SECRETARIAL SERVICES LIMITED**  
(the "Company")

(COMPANY NO. 6133270)

**BANK OF SCOTLAND PLC**  
("BoS")

**APPENDIX 1**

**AMOUNT SECURED BY THE MORTGAGE OR CHARGE**

**1 COVENANT TO PAY**

- 1.1 The Company, as primary obligor and not merely as surety, has covenanted that it will on demand in writing made to it pay or discharge 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 BoS by the Company, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner), including any money and liabilities of the Company to a third party which have been assigned or novated to or otherwise vested in BoS and including interest, discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual BoS rates and practice (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.
- 1.2 If the Company shall fail to pay any amount under the Debenture when it is due then such amount shall bear interest (after as well as before judgment and payable on demand) at the Default Rate from time to time from the due date until the date such amount is paid in full to BoS.

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**APPENDIX 2**

**SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED**

**1 FIXED CHARGES**

1.1 The Company with full title guarantee has charged to BoS as a continuing security for the payment or discharge of the Secured Liabilities:-

- (a) by way of legal mortgage all estates or interests in the freehold and leasehold property described in the Schedule 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;
- (b) by way of fixed charge:-
  - (i) all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of the Debenture (other than any property charged in terms of paragraph 1.1(a) above) together with all buildings, and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the property;
  - (ii) all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land;
  - (iii) the benefit of all other agreements relating to land which the Company is or may become party to or otherwise entitled;
  - (iv) all plant and machinery of the Company now or in the future attached to property which is charged by the provisions of clause 2.1.1, 2.1.2.1 to 2.1.2.3 of the Debenture (and reproduced here in paragraph 1.1(a), 1.1(b)(i) to (iii));
  - (v) all present and future stocks, shares and other securities owned (at law or in equity) by the Company 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;
  - (vi) 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 (and reproduced here in paragraph 1.1(b)(v)), whether by way of dividend, distribution, interest or otherwise;
  - (vii) 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

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Company which relate to Fixed Charge Assets (including all money payable under such contracts and policies);

- (viii) 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 Company (including all money payable under them);
- (ix) 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 Company (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of, and any application for such rights;
- (x) the benefit of all agreements and licences now or in the future entered into or enjoyed by the Company relating to the use or exploitation by or on behalf of the Company in any part of the world of any such rights as are referred to in paragraph 2.1.2.9 of the Debenture (and reproduced here in clause 1.1(b)(ix)) but owned by others;
- (xi) all the Company's rights now or in the future in relation to trade secrets, confidential information and know how in any part of the world;
- (xii) all present and future book debts of the Company;
- (xiii) all other present and future debts or monetary claims of the Company against third parties (excluding those charged under clause 2.1.2.7 or 2.1.2.8 of the Debenture (and reproduced here in paragraph 1.1(b)(vii) and (viii)) or arising on fluctuating accounts with other Group Companies);
- (xiv) the benefit of all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to the Company in respect of any Fixed Charge Assets;
- (xv) all present and future bank accounts, cash at bank and credit balances of the Company (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);
- (xvi) all rights, money or property accruing or payable to the Company 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 (and reproduced here in paragraph 1.1); and

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(xvii) all the Company's goodwill and uncalled capital for the time being.

**2 FLOATING CHARGE**

- 2.1 The Company with full title guarantee has charged to BoS as a continuing security for the payment or discharge of the Secured Liabilities by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by clause 2 of the Debenture (reproduced here in paragraph 1), (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in paragraph 1.1(b)).

**3 ASSIGNMENT**

- 3.1 The Company with full title guarantee has assigned as a continuing security for the payment or discharge of the Secured Liabilities in favour of BoS (subject to the right of the Company to require the re-assignment of it upon payment or discharge in full of the Secured Liabilities):

- (a) all the right, title and interest of the Company in and to any interest rate hedging agreements now or in the future entered into with any person; and
- (b) (insofar as they are capable of being assigned by way of security) all the right, title and interest of the Company in and to any agreement to which the Company is a party except to the extent that it is subject to any fixed charge created under any other provisions of the Debenture;

- 3.2 To the extent that any such right, title and interest as is referred to in paragraph 3.1 is not assignable or capable of assignment, the assignment of it purported to be effected by such clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Company may derive from it or be awarded or entitled to in respect of it, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities.

**4 AUTOMATIC CONVERSION OF FLOATING CHARGE**

- 4.1 BoS may at any time, by notice to the Company, immediately convert the floating charge created under clause 2.1.3 of the Debenture (reproduced here in paragraph 2.1) into a fixed charge over any Assets specified in that notice and the floating charge will, without notice from BoS, automatically be converted with immediate effect into a fixed charge:-

- (a) in respect of any Assets which become subject to any step by any third party to take a fixed charge;
- (b) in respect of any Assets which become subject to any step by any third party to levy any distress, attachment, execution or other legal process against them;

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**("BoS")**

- (c) in respect of all Assets charged under clause 2.1.3 of the Debenture if and when the Company ceases to carry on business or to be a going concern; and
- (d) in respect of all the Assets on the making of an order for the compulsory winding-up of the Company, on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company or the taking of any steps (including, without limitation, the making of an application or the giving of any notice) by the Company or any other person for the appointment of an administrator in respect of the Company.

**5 NEGATIVE PLEDGE AND RESTRICTIONS ON DEALING WITH CHARGED PROPERTY**

5.1 The Company will not without the prior written consent of BoS:-

- (a) create or attempt to create or permit to subsist any right in security, mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or any encumbrance, trust agreement, declaration of trust or trust arising by operation of law over all or any Assets (except in favour of BoS); or
- (b) sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets (other than in terms of a Permitted Disposal); or
- (c) in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset.

5.2 The Company has agreed to apply to the Chief Land Registrar for a restriction to be entered on the Register of Title of all present and future registered freehold and leasehold property of the Company.

5.3 The Company will not:

- (a) grant any lease of, part with possession or share occupation of, the whole or any part of any of its Properties or confer any licence, right or interest to occupy or grant any licence or permission to assign, under-let or part with possession of the same;
- (b) vary, surrender, cancel or dispose of, or permit to be forfeit, any leasehold interest in any of its Properties; and
- (c) allow any person other than itself to be registered under the Land Registration Act 2002 as proprietor of any of its Properties (or any part of them) or create or permit to arise any overriding interest (as specified in Schedule 1 or Schedule 3 to the Land Registration Act 2002) affecting any such property.

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**6 FURTHER ADVANCES**

The obligation on the part of BoS to make further advances to the Company is deemed to be incorporated in the Debenture and the Company has agreed to apply to the Chief Land Registrar for a note of such obligation to be entered on the Register of Title of all present and future registered freehold and leasehold property of the Company.

**7 FURTHER ASSURANCE**

7.1 The Company (at its own cost) will on demand in writing by BoS execute and deliver in such form as BoS may reasonably require:-

- (a) a legal mortgage of any freehold or leasehold property of the Company which is not effectively charged by clause 2.1.1 of the Debenture (and reproduced here in paragraph 1.1(a)) and of any freehold or leasehold property acquired by the Company after the date of the Debenture;
- (b) a standard security or other fixed security over the Company's heritable freehold, leasehold or other property;
- (c) a fixed charge or assignment in or by way of security of any Asset subject to a floating charge under clause 2.1.3 of the Debenture (and reproduced here in paragraph 2.1);
- (d) a chattel mortgage over such chattels, plant and machinery as BoS may specify; and
- (e) a notice of any assignment of its right, title and interest in and to any of the agreements referred to in clause 2.2 of the Debenture (and reproduced here in paragraph 3.1);

and the Company will execute such other deeds, documents, agreements and instruments and will otherwise do and concur in all such other acts or things as BoS may deem necessary for perfecting, preserving or protecting the security created (or intended to be created) by the Debenture or for facilitating the realisation of the Assets or the exercise of any rights of BoS under the Debenture.

**8 CONTINUING SECURITY**

This security will be a continuing security for the Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or other matter or thing whatsoever and will be without prejudice and in addition to any other right, remedy or security of whatever sort which BoS may hold at any time for the Secured Liabilities or any other obligation whatsoever and will not be affected by any release, reassignment or discharge of such other right remedy or security.



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**9 POWER OF ATTORNEY**

- 9.1 The Company has irrevocably and by way of security appointed BoS (whether or not a Receiver or administrator has been appointed) and also (as a separate appointment) any Receiver severally as the attorney and attorneys of the Company, for the Company and in its name and on its behalf and as its act and deed or otherwise, to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required of the Company under the Debenture or may be required or deemed proper in the exercise of any rights or powers conferred on BoS or any Receiver under the Debenture or otherwise for any of the purposes of the Debenture.
- 9.2 The Company has ratified and confirmed and agreed to ratify and confirm whatever any attorney does or purports to do under its appointment under clause 8.1 of the Debenture (and reproduced here in paragraph 9.1).

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**Definitions**

For the purposes of Appendices 1 and 2 of this Form 395, the following definitions shall have the following meanings:

"**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 Company;

"**Default Rate**" means the rate of interest payable in accordance with the terms of any agreements or letters setting out the terms of or constituting the Secured Liabilities in relation to any amount which is not paid on the due date for payment;

"**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 of the Debenture (reproduced here in paragraph 1, 2 and 3 of Appendix 2) or (with effect from the date of its creation) any security created pursuant to clause 2.11 of the Debenture;

"**Permitted Disposal**" means:

(a) the disposal of stock subject only to the floating charge created by clause 2.1.3 of the Debenture (reproduced here in paragraph 3 of Appendix 2) on an arm's length basis in the ordinary course of trading;

(b) disposals of obsolete or redundant assets (other than Fixed Charge Assets, other Assets subject to a fixed charge or security in favour of BoS and any other heritable or leased property in Scotland) which are no longer required for the business of any Group Company;

(c) disposals of assets (other than Fixed Charge Assets, other Assets subject to a fixed charge or security in favour of BoS and other heritable or leased property in Scotland) in exchange for replacement assets comparable or superior as to type, value and quality;

"**Properties**" means at any time the freehold, heritable and leasehold properties of the Company at that time or any of them as the context requires;

"**Receiver**" means an administrative receiver, receiver and manager or other receiver appointed pursuant to the Debenture in respect of the Company or over all or any of the Assets charged by or pursuant to the Debenture;

"**Secured Liabilities**" means all moneys, obligations and liabilities covenanted to be paid or discharged by the Company under or pursuant to clause 1 of the Debenture, as described in paragraphs 1.1 and 1.2 of Appendix 1; and

"**Schedule**" means the schedule to the Debenture which is intentionally left blank.



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

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

COMPANY NO. 6133270  
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 24 MARCH  
2009 AND CREATED BY ESPLANADE SECRETARIAL SERVICES  
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  
3 APRIL 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 APRIL 2009

*PDW1*



Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES