

MG01

Particulars of a mortgage or charge



A fee is payable with this form.
We will not accept this form unless you send the correct fee.
Please see 'How to pay' on the last page.

What this form is for
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland.

What this form is NOT for
You cannot use this form to
particulars of a charge for a
company. To do this, please
form MG01s.

SATURDAY



1 Company details For official use

Company number: 0 6 6 6 2 4 0 1

Company name in full: ABERDEEN ENTERPRISE FINANCE LIMITED ("the Company")

Filling in this form
Please complete in typescript or in
bold black capitals.
All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation: d1 d9 m1 m1 y2 y0 y0 y9

3 Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.

Description: Debenture ("the Debenture")

4 Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured: (1) All the Company's obligations and liabilities to each of the Finance Parties of any kind and in any currency (whether present or future, actual or contingent and whether as principal or surety or incurred alone or jointly with another and whether the relevant Finance Party shall have been an original party to the transaction or not. (2) The Expenses. (3) Interest on the obligations and liabilities to the Finance Parties covenanted to be discharged and/or paid by the Company pursuant to paragraphs (1) and (2) above from the date on which the Company has agreed to pay Interest on them or, if there is no such agreement, from the date on which they become due, (together "the Obligations"). NB all definitions are given on continuation sheet

Continuation page
Please use a continuation page if
you need to enter more details.

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Continuation page
Please use a continuation page if you need to enter more details.

Name	COLIN A FOSTER (as security trustee for the
Address	Lenders) (" <u>the Security Trustee</u> ") 7 Barmby Avenue, Fulford, York
Postcode	Y O 1 0 4 H X
Name	
Address	
Postcode	

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Continuation page
Please use a continuation page if you need to enter more details.

Short particulars

The Company, with full title guarantee:-

(1) charges to the Security Trustee by way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company, including the property (if any) specified in the Schedule to the Debenture;

(2) charged to the Security Trustee by way of fixed charge:-

(a) all estates and interests in any other freehold and leasehold property now and in the future vested in or charged to the Company;

(b) all rights and interests in and claims under all policies of insurance and assurance now or in the future held, to be held or inuring to the Company's benefit and the benefit of all rights and claims to which the Company is now or may be entitled under any contracts;

(c) all the plant, machinery, fixtures, fittings, vehicles, computers and equipment now and in the future belonging to the Company (including those assets (if any) specified in the Schedule to the Debenture) and assigns to the Security Trustee all right, title and interest of the Company under any agreements (present or future) relating to the purchase, lease or hire purchase of the same, subject to reassignment on redemption;

(d) all the goodwill and uncalled capital of the Company present and future;

(e) all shares, stock and other securities (whether certificated or uncertificated, represented as units or balance in an account within any clearing or settlement system) now and in the future belonging to the Company;

(f) all intellectual property rights now and in the future belonging to the Company;

(g) all book and other debts now and in the future owing to the Company and the benefit of all the Company's present and future rights and claims against third parties relating to them and capable of being satisfied by the payment of money (except as charged by paragraph 2(b) above);

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance or discount

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here.

Signature

Signature

X *Pickson Dev UP* X

This form must be signed by a person with an interest in the registration of the charge.

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Mark Casey (13767146)

Company name Dickinson Dees LLP

Address 112 St Ann's Wharf

Quayside

Post town Newcastle upon Tyne

County/Region Tyne & Wear

Postcode N E 1 3 D X

Country

DX DX 61191 Newcastle upon Tyne

Telephone Tel 0191 279 9000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- The company name and number match the information held on the public Register.
- You have included the original deed with this form.
- You have entered the date the charge was created.
- You have supplied the description of the instrument.
- You have given details of the amount secured by the mortgagee or chargee.
- You have given details of the mortgagee(s) or person(s) entitled to the charge.
- You have entered the short particulars of all the property mortgaged or charged.
- You have signed the form.
- You have enclosed the correct fee.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ. DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF. DX ED235 Edinburgh 1 or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House, First Floor, Waterfront Plaza, 8 Laganbank Road, Belfast, Northern Ireland, BT1 3BS. DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

In this Form MG01 the following words and expressions shall have the following meanings:-

"Administrator" an administrator appointed under the Insolvency Act 1986.

"Encumbrance" includes any mortgage, charge (fixed or floating), pledge, lien and any other arrangement or interest (whether by way of assignment, trust, title retention or otherwise) which has the effect of creating security or payment priority.

"Expenses" (a) all expenses (on a full indemnity basis) incurred by an Administrator of the Company in carrying out his statutory functions and that Administrator's remuneration and (b) all expenses (on a full indemnity basis) including legal and valuation fees, from time to time paid or incurred by the Security Trustee or any Receiver at any time in connection with the Charged Property or the Obligations or in taking, perfecting or enforcing the Debenture or in exercising any right or power under the Debenture or otherwise together with VAT upon such expenses where appropriate and Interest from the date they are incurred.

"Facility Agreement" the Facility Agreement dated 19 November 2009 made between the Company (1) The Lenders (as defined therein) (2) and the Security Trustee (3).

"Finance Parties" the Lenders and the Security Trustee.

"Interest" interest at the rate or rates agreed between the relevant Finance Party and the Company.

"Lease" any letting, underlease or sub-lease and any tenancy, licence or other agreement for possession or occupation.

"Lenders" the lenders under the Facility Agreement from time to time.

"Receiver" any person appointed as receiver, administrative receiver, manager or receiver and manager.

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

(h) all present and future bank accounts, cash at bank and credit balances of the Company with any of the Finance Parties, any bank or any other person and all rights relating to or attaching to them;
(i) all negotiable instruments at any time drawn, issued or endorsed in favour of, or held by or on behalf of, the Company including any such instruments which at any time have been deposited with any of the Finance Parties (whether or not endorsed to such Finance Party);

(3) assigns to the Security Trustee the benefit of all covenants, rights, claims and guarantees relating to the Company's present and future freehold and leasehold property or that property's construction, use or title and the benefits of all easements serving or relating to such property, subject to reassignment on redemption;

(4) by way of floating charge all the undertaking and all property, assets and rights of the Company present and future wherever situate not from time to time subject to a mortgage, fixed charge or assignment under the Debenture,

(together "the Charged Property").

NB The Debenture contains a restriction to the effect that the Company will not without the Security Trustee's prior written consent:-

(1) create or permit to arise or continue any Encumbrance affecting the Charged Property or increase or extend any liability of the Company secured on any of the Charged Property;

(2) dispose of the Charged Property charged by paragraphs (1) and 2(a)-(f) above and paragraphs 2(h) 2(i) above or, following crystallisation of the floating charge created by paragraph (4) above, the Charged Property charged by paragraph (4) above;

(3) dispose of the Company's book and other debts or credit balances including realising its book and other debts by means of discounting, factoring or similar arrangement;

(4) compromise, compound, vary, discharge, postpone or release any of its book or other debts or waive its rights of action in connection with any such debts;

(5) nominate another person to enjoy or exercise any specified rights of the Company as member of another company or nominate another person to enjoy information rights (as that expression is defined in section 146 of the Companies Act 2006) in respect of any shares or securities charged under the Debenture;

(6) dispose of the Charged Property charged by paragraph (4) above other than in the ordinary course of, and for the purposes of, carrying on its business while the floating charge remains uncrystallised; or

(7) grant or accept a surrender of any Lease, or part with or share possession or occupation of, its freehold and leasehold property or any part of it nor vary any Lease or reduce any sum payable under any such Lease nor enter into any onerous or restrictive obligations affecting its freehold and leasehold property or any part of it.



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

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 6662401
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 19
NOVEMBER 2009 AND CREATED BY ABERDEEN ENTERPRISE
FINANCE LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO EACH OF THE
FINANCE PARTIES ON ANY ACCOUNT WHATSOEVER UNDER
THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 28 NOVEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 DECEMBER
2009

DX. 500.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES