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COMPANIES FORM No. 395

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395

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legibly, preferably
in black type, or
bold block lettering

Particulars of a mortgage or charge

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

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6847802

Name of company

* KINGSTON WORLDWIDE CARRIERS LIMITED

* insert full name
of Company

Date of creation of the charge

19th March 2009

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

✓ Deed of charge on certain contracts and book debts (the "assignment")

Amount secured by the mortgage or charge

All present and future, actual and contingent monetary obligations and liabilities of the Franchisee to Express Worldwide Ltd ("FRANCHISOR") (from time to time) under or in connection with the Franchise Agreement between Franchisee and the Franchisor dated 19th March 2009 (the "Franchise Agreement") and all documents (including the Charge) entered into pursuant to the Franchise Agreement to which the Franchisee is a party and all other monies and monetary obligations and liabilities of the Franchisee to the Franchisor, however arising from time to time and including any obligation to pay damages for breach of contract.

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

Express Worldwide Limited

Unit 5, Blueberry Business Park, Wallhead Road, Rochdale, Lancashire

Postcode OL16 5AF

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

Express Worldwide Limited
Unit 5 Blueberry Business Park
Wallhead Road
Rochdale. Lancs OL16 5AF

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

SATURDAY



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04/04/2009

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COMPANIES HOUSE
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

All right, title, benefit and interest of the Franchisee, present and future, under or arising out of or evidenced by the Franchisee's contracts with Customers including (without limitation) the agreements, details of which are specified in Schedule 1 of the Deed of Charge and any other agreement, contract or document details of which are provided to the Franchisor pursuant to Clause 4.1.3 of the Deed of Charge, from time to time, whether or not in writing, and negotiable or non-negotiable instruments, guarantees, indemnities, and security in respect of them (all such documents and security being collectively the "Assigned Agreements") including but not limited to all claims for damages or other remedies in respect of any breach thereof, and all book and other debts, revenues and claims, actual and contingent which may give rise to a debt, revenue or claim due or owing or which may become due or owing to the Franchisee under or by virtue of the Assigned Agreements, (including all claims against the insurers) together with all rights and remedies relating to or for enforcing the Assigned Agreements including but not limited to all reservation of proprietary rights, rights of tracing and all other rights and remedies of whatsoever nature now or hereafter held by the Franchisee in respect of all or any of the foregoing and all monies from time to time becoming due or owing thereunder or in connection therewith whether or not any of the foregoing is such as would in the ordinary course of business be entered in the books of such business (the "Book Debts"). (See Continuation Sheet 1).

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)

Nil

Signed



Date 19th 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 are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company number

6847802

Name of company

KINGSTON WORLDWIDE CARRIERS

Limited *

* delete if
inappropriate

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

Note: The Franchisee represents that it has not created, and covenants that without the prior written consent of the Franchisor it will not create, any mortgage, pledge, lieu, charge of other security over (and has not otherwise encumbered, assigned, transferred, factored or dealt with and will not otherwise encumber, assign, transfer, factor or deal with) the whole or any part of its right, title or interest in or to the Assigned Agreements or Book Debts or any of them except in favour of the Franchisor.



FILE COPY

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

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

**COMPANY NO. 6847802
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF CHARGE ON CERTAIN
CONTRACTS AND BOOK DEBTS DATED 19 MARCH 2009 AND
CREATED BY KINGSTON WORLDWIDE CARRIERS LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO EXPRESS WORLDWIDE 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 4 APRIL 2009**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 APRIL 2009



Companies House
— for the record —



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