

**395****Particulars of a mortgage or charge**

CHFP000

**A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.**Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold block letteringTo the Registrar of Companies  
(Address overleaf - Note 6)

ACCOUNT RECEIVED

29 MAY 2002

For official use Company number

8

50470

50470

Name of company

\* insert full name  
of Company\*  
**CAMPBELL SMITH & CO LIMITED**

Date of creation of the charge

21st May 2002

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

**ALL ASSETS DEBENTURE**

Amount secured by the mortgage or charge

All monies which now or at any time in the future may be owing due and/or payable (but remaining unpaid) by the Company to the Securityholder in any manner and for any reason on any account ("the Secured Monies") including all such monies due by the Company, either alone or jointly with any other person or on any partnership account (even though the whole or any part of such monies is represented or secured by any mortgages, guarantees, trust receipts, bills of exchange, leasing, hire or conditional sale agreements, assignments, agreements for discounting or factoring of debts or any other agreements or securities) and whether or not any of them have or has fallen due or become payable and whether or not default shall have been made in respect thereof and further including whether now or in the future.

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

**BIBBY FACTORS BRISTOL LIMITED****REDWOOD HOUSE, BROTHERSWOOD COURT, GREAT PARK ROAD,****BRADLEY STOKE, BRISTOL.**

BS32 4QW

Presenter's name address and  
reference (if any):For official Use (02/00)  
Mortgage Section

Post room

Time critical reference

A39  
COMPANIES HOUSE0547  
29/05/02

**particulars of all the property mortgaged or charged**

The Company with full title guarantee gives the following charges in favour of the Securityholder namely:

- (a) by way of legal mortgage all freehold and leasehold property of the Company at the date of this debenture including that specified in Schedule 3 together with all buildings, structures, fixtures and fittings (including trade and tenant's fixtures) now or hereafter thereon ("the Legally Mortgaged Property");
- (b) by way of fixed charge:-
  - (i) all future freehold and leasehold property of the Company together with all buildings, structures, fixtures and fittings (including trade and tenant's fixtures) now or hereafter thereon ("the Equitably Charged Property");
  - (ii) all fixed plant and machinery now or hereafter in, on or attached to the Legally Mortgaged Property and/or the Equitably Charged Property and all parts, replacements, modifications and additions for or to the same and the benefit of all obligations and warranties given by any manufacturer or supplier of the same to or in favour of the Company and the benefit of all maintenance agreements relating thereto entered into between the Company and any third party;
  - (iii) all plant, machinery and equipment and all spare parts, replacements and modifications thereto specified in Schedule 3 and the benefit of all obligations and warranties given by any manufacturer or supplier of the same to or in favour of the Company and the benefit of all maintenance agreements relating thereto entered into between the Company and any third party;
  - (iv) all plant, machinery and equipment and all spare parts, replacements and modifications and additions thereto other than those specified in clauses 2.1(b)(ii) and (iii) now or hereafter owned by the Company and the benefit of all obligations and warranties given by any manufacturer or supplier of the same to or in favour of the Company and the benefit of all maintenance agreements relating thereto entered into between the Company and any third party (but excluding any plant, machinery or equipment forming part of the Company's stock in trade or work in progress);
  - (v) all Debts (as defined in the agreement details of which are set out in Schedule 4 ("the Financing Agreement") intended to but which do not for any reason vest absolutely and effectively in BFBL together with the Related Rights (as defined in the Financing Agreement) to such Debts (the "Non-Vesting Debts");
  - (vi) all present and future book and other debts of the Company, all moneys from time to time standing to the credit of any account of the Company and all other moneys whether arising under contracts or in any other manner due, owing or incurred to the Company and including any owing by BFBL to the Company other than debts absolutely and effectively vested in or held on trust for BFBL under the Financing Agreement and Non-Vesting Debts (the "Other Debts");
  - (vii) all the goodwill and uncalled capital of the Company;
  - (viii) all stocks, shares, bonds and securities of any kind present and future legally or beneficially owned by the Company and all dividends and other rights relating thereto;
  - (ix) all present and future patents, patent applications, trade marks and service marks (whether registered or not), design rights (whether registered or not), copyrights and all other intellectual property rights whatsoever and all rights relating thereto legally or beneficially owned by the Company;
- (c) by way of floating charge the undertaking and all property and assets of the Company present and future including any charged by way of specific charge under clauses 2.1(a) and (b) if and to the extent that such charges fall as specific charges ("the Floating Charge Property"); each of which shall hereafter be collectively referred to as the "Charged Property".

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)

NONE

Signed R. Smith Date 28.05.02

on behalf of (company) [mortgagee/chargee]†

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† delete as appropriate

**Notes**

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.

A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.

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.

If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

Cheques and Postal Orders are to be made payable to **Companies House**.

The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00050470

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ALL ASSETS DEBENTURE DATED THE 21st MAY 2002 AND CREATED BY CAMPBELL SMITH & COMPANY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BIBBY FACTORS BRISTOL LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 29th MAY 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31st MAY 2002.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —