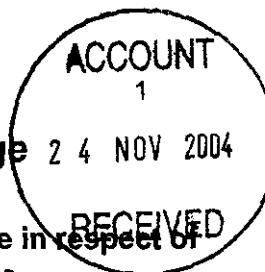


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COMPANIES FORM No. 395

ac 00400098/12.



395

CHWP000

Please do not
write in
this marginPlease complete
legibly, preferably
in black type, or
bold block lettering**A fee of £10 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

		9
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234206

Taken from deed.

Name of company

* Newson Derby Limited

* insert full name
of Company

Date of creation of the charge

18 November 2004

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

Fixed and Floating Charge

Amount secured by the mortgage or charge

The Company agrees with the Royal Bank of Scotland Commercial Services Limited
("the Security Holder") :-

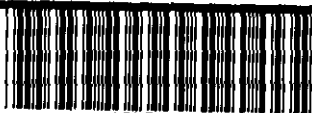
1.1 To pay the "Secured Monies" which are now or shall be due owing and payable to the Security Holder in accordance with the terms of the transaction, security, instrument or other obligation giving rise to the Company's indebtedness to the Security Holder including those under the Financing Agreement (being an agreement for the sale and purchase of Debts and/or a conditional sale agreement and/or any type of agreement between the Company and the Security Holder details of which are set out in the Second Schedule and any amendments or alterations to it or them and any replacement of it which may be agreed between the parties);

(cont/d.. See rider 1)

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

The Royal Bank of Scotland Commercial Services Limited whose registered office is at Smith House,
Elmwood Avenue, Feltham, Middlesex

Postcode TW13 7QD

Presentor's name address and
reference (if any) :The Royal Bank of Scotland
Commercial Services Ltd,
Alexandra House, Lawnswood
Park, Redvers Close, Leeds LS16
6QYFor official Use
Mortgage SectionA09
COMPANIES HOUSE0736
24/11/04

Time critical reference

Short particulars of all the property mortgaged or charged

As security for the payments of the Secured Monies, the Company with full guarantee now gives the following mortgages and charges in favour of the Security Holder, namely:-

2.1.1 a fixed charge by the way of legal mortgage on all freehold and leasehold property owned by the Company, including but not limited to land of which the Company is registered as proprietor at H M Land Registry (details of which are set out on the Third Schedule to this deed);

2.1.2 a fixed charge on all the following assets, whether now or in future belonging to the Company:

(i) the freehold and leasehold properties of the Company not effectively mortgaged under clause 2.1.1 including such as may hereafter be acquired;

(ii) all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to the property subject to the legal mortgage under clause 2.1.1 and all spare parts, replacements modifications and additions for or to the same;

(cont/d.. See rider 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)

Signed

P. J. Morgan

Date

23/11/24

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

- 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Rider 1

1.2 To discharge all obligations and liabilities whether actual accruing or contingent now or in future due, owing or incurred to the Security Holder by the Company, in whatever currency denominated and on whatever account and howsoever arising whether alone or jointly and in whatever style name or form and whether as principal or surety.

"Secured Monies" means all the monies which now or at any time in future may be owing due and/or payable (but remaining unpaid) by the Company to the Security Holder in any manner and for any reason on any account; Secured Monies include all such monies due by the Company, either alone or jointly with any other person or on any partnership account (even though the whole of 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; Secured Monies also means any of the following items, whether now or in the future:-

- (1) all monies due or payable under the Financing Agreement or by virtue of any guarantees or indemnity given by the Company to the Security Holder;
- (2) all monies which the Security Holder can charge to the Company and all costs, charges and expenses incurred by the Security Holder after default in payment of any such monies or of breach by the Company of any of the provisions of this deed;
- (3) the charges of surveyors and/or solicitors instructed by the Security Holder in connection with any part of the Mortgaged Property;
- (4) all advances which the Security Holder has made or shall make to the Company;
- (5) any indebtedness now or hereafter to be incurred by the Security Holder for or at the request of the Company, including all monies which the Security Holder shall pay or become liable to pay for on account of the Company or any other person at the request or order of the Company or under its authority, either alone or jointly with any other person and whether or not by any of the following:
 - 5.1 the Security Holder making direct advances; or
 - 5.2 the Security Holder drawing, accepting, endorsing, paying or discounting any Remittance; or
 - 5.3 the Security Holder entering into any bond, guarantee, indemnity or letter of credit; or
 - 5.4 the Security Holder confirming orders; or
 - 5.5 the Security Holder otherwise accepting any other liability for or on behalf of the Company;
- (6) all costs and charges and expenses which the Security Holder may from time to time incur in:-
 - 6.1 stamping, perfecting, registering or enforcing this security; or
 - 6.2 the negotiations for the preparation and execution of this deed and the Financing Agreement or any guarantee, indemnity, priority arrangement, waiver or consent in respect of them; or
 - 6.3 obtaining payment or discharge of Secured Monies; or
 - 6.4 paying any rent, rates, taxes or outgoings for the Mortgaged Property; or

- 6.5 insuring, repairing, maintaining, managing or realising any part of the Mortgaged Property; or
- 6.6 the preservation or exercise of any rights under or in connection with this deed or any attempt to do so; or
- 6.7 giving a discharge or release of this security; or
- 6.8 dealing with or obtaining advice about any other matter or question arising out of or in connection with this deed;

with the intention that the Security Holder shall be afforded a full complete and unlimited indemnity against all costs, charges and expenses paid or incurred by it and whether arising directly or indirectly in respect of this security or of any other security held by the Security Holder for the Secured Monies;

- (7) all monies expended by any attorney appointed under clause 5.3 in exercising his powers;
- (8) interest on all monies due and owing to the Security Holder at such rate as may from time to time be payable pursuant to any agreement or arrangement relating thereto.

Rider 2

- (iii) any other freehold and leasehold property which the Company shall own, together with all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to such property and all spare parts, replacements, modifications and additions for or to the same;
 - (iv) all plant and machinery and other equipment listed in the Fifth Schedule and all spare parts, replacements, modifications and additions for or to the same;
 - (v) all fixed plant and machinery, including all spare parts, replacements, modifications and additions for or to the same, not listed in the Fifth Schedule;
 - (vi) all goodwill, unpaid and/or uncalled capital of the Company;
 - (vii) all the Company's Intellectual Property;
 - (viii) all the Company's Securities;
 - (ix) all loan capital, indebtedness or liabilities on any account or in any manner owing to the Company from any Subsidiary of the Company or a member of the Company's Group;
 - (x) all amounts realised by an administrator or liquidator of the Company, upon enforcement or execution of any order of the Court under Part IV of the Insolvency Act 1986;
- 2.1.3 a fixed charge on all or any of the following assets, whether now in existence or coming into existence in future:
- (i) all documents of title to any item of property which at any time and for any purpose has been or may be deposited with the Security Holder;
 - (ii) the assets mentioned in the title documents referred to in the immediately preceding sub-paragraph;
 - (iii) all monies in the bank account specified in clauses 3.1.7 and 3.1.8(i) and Remittances in respect of which instructions to the Company's bankers have been given under clause 3.1.8(iii);

- (iv) any account in the name of the Company under the control of or operated in accordance with the directions of the Security Holder;
 - 2.1.4 a fixed charge on all the Company's Non-Vesting Debts, present and future;
 - 2.1.5 a fixed charge on all the Company's Related Rights, present and future, to the Non-Vesting Debts charged by clause 2.1.4;
 - 2.1.6 a floating charge on all the Company's Other Debts present and future;
 - 2.1.7 by way of floating charge the property, assets and rights of the Company referred to in clauses 2.1.1 to 2.1.5 inclusive if and insofar as the charges therein contained shall for any reason be ineffective as fixed charges;
 - 2.1.8 a floating charge on the remainder of the undertaking, property rights and assets of the Company whatsoever and wheresoever, both present and future, not subject to the above charges.
-

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00234206

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND FLOATING CHARGE DATED THE 18th NOVEMBER 2004 AND CREATED BY NEWTON DERBY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF SCOTLAND COMMERCIAL SERVICES LIMITED 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 24th NOVEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th NOVEMBER 2004.

P / Abdul



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES