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COMPANIES FORM No 395

B 062482

Particulars of a mortgage or charge

6 x £60

395

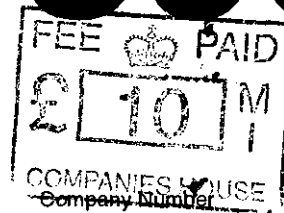
CHFP000

A fee of £10 is payable to Companies House in respect of each register entry for the mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For Official use



00333188

Name of Company

* Clugston Group Limited (the "Company")

Date of creation of the charge

3 May 2001

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

Fixed and Floating Security Document (the "Deed")

Amount secured by the mortgage or charge

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Name and address of the mortgagees or persons entitled to the charge

HSBC Bank plc

27 Poultry

London

Postcode

EC2P 2BX

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

Linklaters
One Silk Street
London EC2Y 8HQ
Tel: 0171 456 2000

Ref: CHH

Time critical reference

For official Use
Mortgage Section

Post room



(PLEASE SEE ATTACHED CONTINUATION SHEET)

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 Linklater

Date 9/5/01

On behalf of chargee

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

Note

† Delete as appropriate

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 including 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:-

Companies House, Crown Way, Cardiff CF4 3UZ

Name of Company

Clugston Group Limited

Company Number

00333188

Amount secured by the mortgage or charge

The "Liabilities", which are defined in the Deed as meaning all present and future moneys, debts and liabilities (including the Guaranteed Liabilities) due, owing or incurred by the Company to any Finance Party on any current or other account or otherwise in any manner whatsoever (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise).

Short particulars of all the property mortgaged or charged**A Legal Mortgages and Fixed Charges**

The Company, with full title guarantee and as security for the payment of all Liabilities (whether of the Company or any of the Chargors) charges in favour of the Security Trustee (as trustee for the Finance Parties):

- 1 Present Real Property:** by way of first legal mortgage, all Real Property in England and Wales (including that described in Schedule 4 (Real Property)) belonging to it at the date of the Deed
- 2 Future Real Property:** by way of first fixed equitable charge, all other Real Property belonging to it at the date of the Deed and all Real Property acquired by it thereafter
- 3 Other Assets:** by way of first fixed charge, all:
 - 3.1** Book Debts
 - 3.2** Bank Accounts
 - 3.3** Investments
 - 3.4** its uncalled capital and goodwill
 - 3.5** Intellectual Property
 - 3.6** its beneficial interest in any pension fund
 - 3.7** its plant and machinery (except that mortgaged or charged by Clause 3(a) or Clause 3(b) and
 - 3.8** Insurances and all related proceeds, claims of any kind, returns of premium and other benefits
 - 3.9** in each case, both present and future.

B Floating Charge

- 1 Creation:** The Company, with full title guarantee and as security for the payment of all Liabilities (whether of the Company or any of the Chargors) ,charges in favour of the Security Trustee (as trustee for the Finance Parties) by way of first floating charge, its undertaking and all its assets, both present and future (including assets expressed to be charged by Clause 3 (Fixed Charges)

Note (1): The Deed provides that:

- 1 Security:** The Company shall not create or permit to subsist any Security over the Charged Assets except for:
 - 1.1** the Charges; and
 - 1.2** liens arising by operation of law and in the ordinary course of the Company's business .
- 2 Disposal:** The Company shall not (and shall not agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) sell, lease, transfer, or otherwise dispose of the Charged Assets except for a disposal in the ordinary course of trade of assets which are not then subject or expressed to be subject to a fixed Charge and the disposal of which is not prohibited by any Finance Document.
- 3 Conversion by Notice:** The Security Trustee may convert the floating Charge into a fixed Charge (either generally or specifically) by notice to the Company (if relevant) or the relevant Chargor specifying the relevant Charged Assets:

Short particulars of all the property mortgaged or charged

3.1 if it considers it desirable to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges and/or

3.2 upon the occurrence of an Enforcement Event.

4 Automatic Conversion: If:

4.1 the Company takes any step to create any Security in breach of Clause 5.1 (Security) over any of the Charged Assets not subject to a fixed Charge; or

4.2 any person takes any step to levy any expropriation, attachment, sequestration, distress, execution against any of those Charged Assets

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge.

Note (2): In this Form, except to the extent that the context requires otherwise:

"assets" includes present and future properties, revenues and rights of every description.

"Bank Accounts" means all current, deposit or other accounts with any bank or financial institution in which the Company at the date of the Deed or in the future has an interest and (to the extent of its interest) all balances at the date of the Deed or in the future standing to the credit of those accounts

"Book Debts" means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), at the date of the Deed or in the future due, owing or payable to the Company and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind.

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Deed

"Chargors" means Clugston Limited, Clugston Estates Limited, Ferro Monk Systems Limited, St Vincent Services Limited and The Moors Limited and **"Chargor"** shall refer to any one of them

any **"document"** (including the Deed) is a reference to that document as from time to time amended, supplemented, novated, restated or replaced and includes a reference to any document which amends, supplements, novates, restates, replaces or is entered into, made or given under or in accordance with any of the terms of, that document

Short particulars of all the property mortgaged or charged

"Enforcement Event" means the events mentioned in Clause 14 of the Deed (Enforcement Events)

"Finance Document" means:

- (i) any document under which a Liability or Guaranteed Liability exists or may exist;
- (ii) the Deed;
- (iii) any Security Document; and
- (iv) any document designated by a Chargor and the Security Trustee as a Finance Document.

"Finance Party" means HSBC Bank Plc and National Westminster Bank Plc and their respective successors and assigns.

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus.

"Guaranteed Liabilities" means all present and future moneys, debts and liabilities due, owing or incurred by the Company or any Chargor to any Finance Party on any current or other account or otherwise in any manner whatsoever (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise).

"Insurances" means all contracts and policies of insurance of any kind at the date of the Deed or in the future taken out by or on behalf of the Company or (to the extent of its interest) in which the Company at the date of the Deed or in the future has an interest

"Intellectual Property" means all patents, designs, copyrights, topographies, trademarks, trading names, rights in confidential information and know-how, and any associated or similar rights, which the Company at the date of the Deed or in the future owns or (to the extent of its interest) in which the Company at the date of the Deed or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same)

"Investments" means:

- (v) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit)
- (vi) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments
- (vii) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person) and
- (viii) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights

Short particulars of all the property mortgaged or charged

in each case at the date of the Deed or in the future owned by the Company or (to the extent of its interest) in which the Company has an interest at the date of the Deed or in the future.

a "**person**" includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing;

"**Real Property**" means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon)

"**rights**" includes rights, authorities, discretions, remedies, liberties, powers, easements, quasi-easements and appurtenances (in each case, of any nature whatsoever)

"**Security**" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"**Security Document**" means the Deed and any other security document that may at any time be given as security for any of the Liabilities pursuant to or in connection with any Finance Document.

"**Security Trustee**" means HSBC Bank plc

Note: The Real Property specified in Schedule 4 (Real Property) to the Deed is as follows:

All that freehold property known as St Vincent House, Normanby Road, Scunthorpe, North Lincolnshire, DN15 8QT, as the same is more particularly described in a conveyance dated 21 March 1959 made between (1) The Normanby Estate Company Limited (2) Alfred Leonard Shearer (3) John Lysaght's Sunthorpe Works Limited and (4) Clugston Cawood Limited.

All that freehold property known as land and buildings on the west side of Brigg Road, Scunthorpe as the same is more particularly described in a Conveyance dated 26 February 1953 made between (1) The Right Honourable William (Eighth) Earl Beachchamp (2) The Honourable Lady Lettice Cotterall (3) Clugston Cawood Limited and as more particularly identified by a statutory declaration dated 25 April 2001 made by Alan Wilson.

All that freehold property known as land and buildings on the south east side of Bruntcliffe Road, Morley as the same is registered with title absolute at HM Land Registry under title number WYK 645381.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00333188

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY DOCUMENT DATED THE 3rd MAY 2001 AND CREATED BY CLUGSTON GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO HSBC BANK PLC OR ANY FINANCE PARTY ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 10th MAY 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th MAY 2001.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —