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## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

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

CHFP025

Please do not write in this margin

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

\*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

112886/10

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

For official use

Company number

[0111]

822681

Name of company

\* Turtons Limited

Date of creation of the charge

20 December 2004

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

Debenture

Amount secured by the mortgage or charge

1. All monies and liabilities now or in the future due, owing or incurred (before or after a demand) by the Company to Barclays Bank plc ("the Bank") in any manner whether actually or contingently and whether solely and jointly with any other person and whether a principal or surety and including any liability (secured or unsecured) of the Company to a third party subsequently becomes payable to the Bank by assignment or otherwise; and

2. All interest, commission, fees, charges, costs and expenses which the Bank in the course of its business may charge to the Company in respect of the Company or its affairs.

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

BARCLAYS BANK PLC  
54 LOMBARD STREET  
LONDON

Postcode EC3P 3AH

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

GATELEY WAREING LLP  
ONE ELEVEN  
EDMUND STREET  
BIRMINGHAM  
B3 2HJ

685459

Time critical reference

For official Use  
Mortgage Section

Post room



A04  
COMPANIES HOUSE

0370  
30/12/04

Short particulars of all the property mortgaged or charged

1. By way of legal mortgage, all Land in England and Wales now vested in the Company and not registered at H.M. Land Registry;
2. By way of fixed charge:
  - (a) all Land in England and Wales now vested in the Company and registered at H.M. Land Registry;
  - (b) all other Land which is now, or in the future becomes the property of the Company;
  - (c) all plant and machinery now or in the future attached to any Land;
  - (d) all rental and other income and all debts and claims which are due or owing to the Company now or in the future under or in connection with any lease, agreement or licence relating to Land;
  - (e) all the Securities of the Company;
  - (f) all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting the Company which relate to Assets themselves subject to a fixed charge in the Bank's favour, or which are now or in the future deposited by the Company with the Bank, together with all of the Company's rights and interest in those contracts and policies (including the benefit of all claims arising and all money payable under them);
  - (g) all the goodwill and uncalled share capital of the Company for the time being;
  - (h) all the Intellectual Property, present and future, including any Intellectual Property to which the Company is not absolutely entitled to or to which the Company is entitled together with others, the benefit of all agreements and licences now or in the future entered into or enjoyed by the Company relating to the use or exploitation of any Intellectual Property in any part of the world, all trade secrets, confidential information and knowhow owned or enjoyed by the Company now or in the future in any part of the world;

(PLEASE SEE 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



Date 22 DECEMBER 2004

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:-

Companies House, Crown Way, Cardiff CF14 3UZ

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# **Particulars of a mortgage or charge (continued)**

Please do not  
write in this  
binding margin

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

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

Company Number

822681

Name of Company

Turtons

Limited\*

\* delete if  
inappropriate

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

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

Please do not  
write in this  
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

(i) all trade debts now or in the future owing to the Company and all other debts now or in the future owing to the Company save for those arising on fluctuating accounts with associates (as defined in section 52(3) Companies Act 1989);

(j) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to the Company as security in respect of any Asset itself subject to a fixed charge in the Bank's favour;

### 3. By way of floating charge:

(a) all of the Assets of the Company which are not effectively charged by the fixed charges detailed above; and

(b) without exception all the Assets of the Company insofar as they are situated for the time being in Scotland;

but in each case the Company may not without the prior written consent of the Bank:

- (i) create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking pari passu with or subject to the floating charge detailed above);
- (ii) take any other step referred to in paragraph 4 below with respect to any of the Floating Charge Assets;
- (iii) sell, transfer, part with or dispose of any of the Floating Charge Assets by way of sale in the ordinary course of business.

### 4. Negative Pledge

The Company may not without the prior written consent of the Bank:

- (a) create or attempt to create any fixed or floating security of any kind or any trust over any of the Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of the Company's business) to arise or subsist over any of the Assets;
- (b) sell, assign, lease, licence or sub-licence, or grant any interest in, the Company's Intellectual Property Rights, or purport to do so, or part with possession or ownership of them, or allow any third party access to them or the right to use any copy of them.

"Assets" means all the Company's undertaking, property, assets, rights and revenues, whatever and wherever in the world, present and future, and includes each or any of them;

"Floating Charge Assets" means those Assets that are for the time being comprised in the floating charge set out in paragraph 3 above but only insofar as concerns the floating charge;

"Intellectual Property" means all patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) and in each case, any extensions and renewals of, and any applications for these rights;

"Intellectual Property Rights" means all and any of the Company's Intellectual Property and all other intellectual property rights and other rights, causes of action, interests and assets comprised in paragraph 2(h) above;

"Land" includes all freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things fixed to Land (including trade and tenant's fixtures);

"Securities" means all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person (other than the Company) and all other investments (as listed in Part II of Schedule 2 to the Financial Services and Markets Act 2000) which now or in the future represent a holding in a subsidiary undertaking (as defined in section 258 Companies Act 1985) or an undertaking which would be a subsidiary if in subsection (2)(a) of that section "30 per cent or more" were substituted for "a majority"; or the certificates for which are now or in the future deposited by the Company with the Bank or which, if uncertificated, are held in an escrow or other account in the Bank's favour or held in the Bank's name or that of the Bank's nominee or to the Bank's order, including in each case all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise.

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00822681

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 20th DECEMBER 2004 AND CREATED BY TURTONS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 30th DECEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th JANUARY 2005.

*D. Pawi*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES