

**COMPANIES FORM No. 395****Particulars of a mortgage or charge****395**

**A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.**

189242/91

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[12]

1970491

Name of company

\* THB CLOWES LIMITED

Date of creation of the charge

8 July 2005

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

Debenture ("the Debenture")

Amount secured by the mortgage or charge

1. All the Company's liabilities to the Bank of any kind and in any currency (whether present or future, actual or contingent and whether incurred alone or jointly with another).
2. All the Bank's charges and commission and interest at the rates charged by the Bank from time to time.
3. All expenses (on a full indemnity basis) incurred by the Bank or any Receiver at any time in connection with the undertaking, assets and property (including the Property) of the Company or the Company's liabilities or in taking or perfecting the Debenture or in preserving, defending or enforcing the security created by the Debenture or in exercising any power under the Debenture or otherwise with interest from the date the expenses are incurred.

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

National Westminster Bank Plc ("the Bank")  
135 Bishopsgate  
London

Postcode EC2M 3UR

Presentor's name address and  
reference (if any):Cobbetts  
Ship Canal House  
King Street  
Manchester  
M2 4WB

Ref: CSR/NN512.254

Time critical reference

For official Use (02/00)  
Mortgage Section

Post room

A08  
COMPANIES HOUSE0421  
20/07/05

Short particulars of all the property mortgaged or charged

1. By way of legal mortgage all the freehold and leasehold property vested in or charged to the Company.
2. By way of fixed charge all estates and interests in any freehold and leasehold property now and in the future vested in or charged to the Company except the property referred to in 1 above.
3. By way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Company.
4. By way of fixed charge all the plant and machinery, vehicles and computer equipment of the Company present and future not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts.
5. By way of fixed charge all furniture, furnishings, equipment, tools and other chattels of the Company present and future not regularly disposed of in the ordinary course of business.

(Continued on  
form 395C)

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 Cobbett

Date 18 July 2005

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

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

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

† delete as  
appropriate

CHFP025

**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

1970491

Name of Company

THB CLOWES LIMITED

Limited\*

\* delete if  
inappropriate

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

Amount due or owing on the mortgage or charge (continued)

Please do not  
write in this  
binding margin

*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*

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....Continued

6. By way of fixed charge all rents receivable from any lease granted out of any freehold and leasehold property of the Company.

7. By way of fixed charge all the goodwill and uncalled capital of the Company present and future.

8. By way of fixed charge all stocks, shares and other securities held by the Company from time to time in any subsidiary and all income and rights derived from or attaching to the same.

9. By way of fixed charge all stocks, shares and other securities of the Company present and future (except those charged by paragraph 8 above) and all income and rights derived from or attaching to the same.

10. By way of fixed charge all intellectual property rights (which term shall include, without limitation, all rights in patents, inventions, copyrights, design rights, trademarks, service marks, database rights, confidential information, know-how, domain names and business names), choses in action, licences and claims of the Company present and future and the insurance policies and proceeds of any insurance from time to time affecting the Property.

11. By way of fixed charge the benefit of any currency or interest rate swap, cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Bank or any third party.

12. By way of fixed charge all book and other debts of the Company present and future and the proceeds of payment or realisation of each of them until the receipts of the proceeds from time to time into an account of the Bank in accordance with the terms of the Debenture.

13. By way of fixed charge all funds standing to the credit of the Company from time to time on any account with the Bank or any other bank or financial institution or organisation including all receipts from time to time paid into an account with the Bank pursuant to the terms of the Debenture, provided that the Bank may permit the Company to make withdrawals from time to time.

14. By way of floating charge all the undertaking and all property, assets and rights of the Company present and future not subject to a fixed charge under the Debenture.

NB The Debenture contains a restriction that the Company will not without the prior written consent of the Bank create or permit to arise any mortgage, charge or lien over any of the property, assets and undertaking of the Company.

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

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01970491

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 8th JULY 2005 AND CREATED BY THB CLOWES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NATIONAL WESTMINSTER BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 20th JULY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th JULY 2005.

A handwritten signature in dark ink, appearing to be 'R. G.' or similar, written in a cursive style.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES