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COMPANIES FORM No. 395

242377/65

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.

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

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

For official use

Company number

18

02348825

Name of company

* The Fastener Warehouse Limited (the "Company")

Date of creation of the charge

16 January 2008

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

Debenture between (1) the Company and (2) The Royal Bank of Scotland plc (the "Bank"), (the "Debenture")

Amount secured by the mortgage or charge

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) together with the Bank's charges and commission, Interest and Expenses (the "Company's Obligations")

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

The Royal Bank of Scotland plc, 36 St Andrew Square, Edinburgh

Postcode EH2 2YB

Presentor's name address and reference (if any)

Hammonds

Rutland House
148 Edmund Street
Birmingham
B3 2JR

SZA/ROY 292-136

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

SATURDAY



A02

ARRDCWHU

19/01/2008

COMPANIES HOUSE

38

Short particulars of all the property mortgaged or charged

Please see continuation sheets 1 - 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)

NIL

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

Signed f(ummond)

Date 18 - 01 - 08

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

† 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 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

CONTINUATION SHEET 1

COMPANY. THE FASTENER WAREHOUSE LIMITED

COMPANY NUMBER: 02348825

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

The Company, with full title guarantee, has charged to the Bank as continuing security for the discharge on demand of the Company's Obligations

- 1 by way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company,
- 2 by way of fixed charge
 - (i) all estates or 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 paragraph 1 above,
 - (ii) all fixtures and fittings from time to time attached to any freehold and leasehold property of the Company,
 - (iii) all plant and machinery of the Company present and future and all associated warranties and maintenance contracts,
 - (iv) all rents receivable from any lease granted out of any freehold or leasehold property of the Company,
 - (v) all the goodwill of the Company present and future,
 - (vi) all the uncalled capital of the Company present and future,
 - (vii) 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,
 - (viii) all intellectual property rights (including, 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,
 - (ix) 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,
- 3 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 or any other security present or future held by the Bank

CONTINUATION SHEET 2

COMPANY: THE FASTENER WAREHOUSE LIMITED

COMPANY NUMBER: 02348825

NOTES

- 1 The Debenture contains covenants by the Company with the Bank
 - (a) not without the previous written consent of the Bank to create or permit to arise any mortgage charge or lien on the Property nor to dispose of the Property except that the property subject to the floating charge may be disposed of in the ordinary course of business,
 - (b) not without the previous written consent of the Bank to deal with the Company's book debts and other debts otherwise than by collecting them in the ordinary course of the Company's business and in particular the Company will not realise its book debts and other debts by means of block discounting factoring or the like,
 - (c) not without the previous written consent of the Bank to grant or accept a surrender of any lease or licence of or part with or share possession or occupation of the Company's freehold and leasehold property or any part of it
- 2 The Debenture gives the Bank power to appoint an administrator of the Company
- 3 The Bank may by written notice to the Company convert the floating charge into a fixed charge as regards any of the property assets and rights of the Company present and future not subject to a fixed charge under the Debenture Following such a notice the Company shall not dispose of any of such Property which is included in the notice without the prior written consent of the Bank
- 4 The Company will at its own cost at the Bank's request execute any deed or document and take any action required by the Bank to perfect the security contained in the Debenture or further to secure on the Property the Company's Obligations

DEFINITIONS

"Expenses" means all expenses (on a full indemnity basis) incurred by the Bank or any Receiver at any time in connection with the Property or the Company's Obligations 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 they are incurred

"Interest" means interest at the rate(s) charged to the Company by the Bank from time to time

"Property" means the whole and any part of the undertaking property and assets of the Company charged by clause 1 of the Debenture

"Receiver" means a receiver appointed by the Bank under clause 7.3 of the Debenture

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 02348825

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT
A DEBENTURE DATED THE 16th JANUARY 2008 AND CREATED BY THE FASTENER
WAREHOUSE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO THE ROYAL BANK OF SCOTLAND plc ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 19th JANUARY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th JANUARY 2008

P. Ceri



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES