



CHFP041

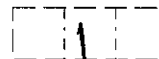
## COMPANIES FORM No. 395

## Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

**A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.**1 00894/30  
**395**Please do not  
write in  
this marginPlease complete  
legibly, preferably  
in black type or  
bold block  
lettering\* Insert full name  
of companyTo the Registrar of Companies  
(Address overleaf - Note 6)

For official use Company number



3985352

Name of company

\* ATTENBOROUGH BRUSH LIMITED

Date of creation of the charge

14<sup>th</sup> JANUARY 2005

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

DEBENTURE

Amount secured by the mortgage or charge

SEE CONTINUATION SHEET

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

EDWARD ATTENBOROUGH, 52 LUCKNOW DRIVE, MAPPERLEY PARK, NOTTINGHAM

Postcode NG3 5EU

Presentor's name, address and  
reference (if any):Berryman Shacklock LLP  
Park House  
Friar Lane, Nottingham  
NG1 6DN~~DX 10004 NOTTINGHAM 1~~

Time critical reference

For official use  
Mortgage section

Post room

M

A50  
COMPANIES HOUSE

\*AEPY4211\*

0739  
18/01/05

Com 395-1/2

Short particulars of all the property mortgaged or charged

SEE CONTINUATION SHEET

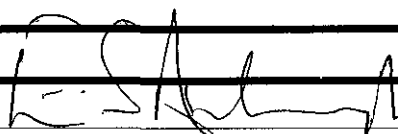
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Please complete  
legibly, preferably  
in black type or  
bold block  
lettering

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

Particulars as to commission allowance or discount (note 3)

Signed



Date

14/11/05

On behalf of [company] [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. 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.

## Particulars of a mortgage or charge (continued)

Please do not  
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Continuation sheet No 1  
to Forms Nos 395 and 410 (Scot)

Company number

3985352

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

Name of company

ATTENBOROUGH BRUSH

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  
margin

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

means all monies (including the Principal Sum) whether principal interest or otherwise which now are or at any time hereafter may become due or owing to the Chargee by the C & LE Attenborough Limited either alone or jointly with any other person and all other liabilities whatsoever of the C & LE Attenborough Limited to the Chargee whether actual or contingent and whether as principal debtor guarantor or otherwise together with all costs charges and expenses and other sums on a full and unlimited indemnity basis howsoever incurred or to be incurred by the Chargee or by or through any Receiver attorney delegate or agent of the Chargee (including without limitation the remuneration of any of them) for any of the purposes referred to in this Debenture or otherwise howsoever in relation to the security over the property and assets hereby charged and all other costs charges and expenses (whether in respect of litigation or not) incurred or to be incurred in the negotiation preparation realisation enforcement collection or recovery of any monies from time to time arising under such security or in insuring inspecting repairing maintaining completing managing letting realising or exercising any other power authority or discretion in relation to the property and assets hereby charged or any part thereof or otherwise incurred or to be incurred under this Debenture. This definition includes contingent as well as actual liabilities.

Please do not write in this 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**

Short particulars of all the property mortgaged or charged (continued)

Please do not  
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Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering.

- (a) by way of a fixed legal mortgage all Real Property;
- (b) by way of a fixed equitable charge all its estates, Rights or interests in any freehold or leasehold property (except to the extent charged by clause (a) and the proceeds of any sale of them;
- (c) by way of a fixed charge:
- (i) all its present and future fixed plant and machinery;
  - (ii) all stocks, shares, debentures, bonds, notes or other capital in any subsidiary or other corporate body;
  - (iii) all its present and future uncalled capital;
  - (iv) its Rights under all contracts and licences and in any Intellectual Property;
- (d) by way of floating charge its Current Balances, its Receivables and all its other Assets whatsoever and wheresoever present and future other than the Property and assets from time to time effectively charged to the Chargee by way of legal mortgage of fixed charge by this Debenture. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (as incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to any floating charge created pursuant to this debenture.

The floating charge created under clause (d) will convert into a fixed charge:

- 1) if the Company creates or allows to exist any Security over any Assets (except in the ordinary course of business) or any person attempts to seize or begin any legal process (including attachment or distress) over any Asset, automatically immediately before that event occurs;
- 2) by notice from the Chargee to the Chargor over all or any specified Assets if the Chargee reasonably believes the relevant Asset is likely to be seized or subject to legal process.

NEGATIVE PLEDGE

The Chargor will not without the prior written consent of the Chargee:

- (a) create or allow to exist any Security over any Assets: or
- (b) sell, discount, factor, transfer, lease, licence, lend or dispose in any way of any of its Assets (except that it may deal in the ordinary course of business with any Assets which are not subject to a fixed charge or mortgage).

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03985352

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 14th JANUARY 2005 AND CREATED BY ATTENBOROUGH BRUSH LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM C & LE ATTENBOROUGH LIMITED TO EDWARD ATTENBOROUGH ON ANY ACCOUNT WHATSOEVER 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 18th JANUARY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th JANUARY 2005.

GRH  
P.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES