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

*insert full name
of Company

COMPANIES FORM No. 395

0143388/120

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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

13

4259926

Name of company

* Robinson Consulting Limited of 1 - 2 Merchant's Quay, Ashley Lane, Shipley, West
Yorkshire BD17 7DB

Date of creation of the charge

03 June 2008

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

Guarantee and Debenture

Amount secured by the mortgage or charge

All liabilities and obligations owed by the Company to the Mortgagee whether due, owing or incurred now or in the future, and of any kind, however arising and in any currency, whether or not immediately payable, whether certain or contingent, whether sole or joint, whether as principal or as surety, and including without limitation interest, commission, costs, charges and expenses

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

The Trustees of the Robinson Design Group Limited (2001) Pension Fund as defined including Taylor
Patterson Trustees Limited (Company Number 02035095) of Lanson House, Winckley Gardens, Mount Street,
Preston, Lancashire

Postcode PR1 8RY

Presenter's name address and
reference (if any)

Schofield Sweeney LLP
Church Bank House
Church Bank
Bradford
BD1 4DY

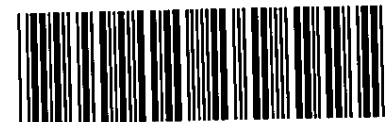
GSA 231 45

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

TUESDAY



AVJ3T0G0

A33

10/06/2008

189

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1 By way of legal mortgage all Land now owned by the Company, including without limitation the land which is described in Schedule 3 of the Guarantee and Debenture,

2 By way of fixed equitable charge all Land which the Company acquires in the future,

3 By way of separate first fixed charges -

- (a) all the goodwill and uncalled capital of the Company, present or future,
- (b) the Securities of the Company,
- (c) the Insurances of the Company,
- (d) the Intellectual Property of the Company,
- (e) the Debts of the Company,
- (f) the Rents of the Company,
- (g) the Asset Contracts of the Company,
- (h) the Other Claims of the Company,
- (i) the Fixed Plant and Equipment of the Company, and
- (j) the Loose Plant and Equipment of the Company,

3 1 4 by way of floating charge all those Assets of the Company which are not for any reason effectively charged by the Guarantee and Debenture by way of fixed charge or mortgage, including without limitation any heritable property of the Company situated in Scotland

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bold block
lettering**

Particulars as to commission allowance or discount (note 3)

Signed Schofield Sweeney LLP

Date 09/06/2008

On behalf of ~~XXXXXX~~ (mortgagee/~~XXXXXX~~) †

*A fee 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 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**

4259926

Name of company

*insert full name
of Company* Robinson Consulting Limited of 1 - 2 Merchant's Quay, Ashley Lane, Shipley, West Yorkshire
BD17 7DB

Addendum 1/4

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

Addendum 2/4

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

Addendum 3/4

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

**"Trustees of Robinson Design
Group "**Antony Richard Mobbs of 7 Whinfield, Adel,
Leeds, LS16 6AB;Harold Cawton Robinson of Toils Farm, High
Eldwick, Bingley, BD16 3AZ,James Cawton Robinson of Sea Moor Farm,
Brown Bank Lane, Silsden, West Yorkshire,
BD20 0NN;Martin Archer of 5 Slayleigh Lane, Sheffield,
S10 3RETaylor Patterson Trustees Limited (Company
Number 02035095) whose registered office is at
Lanson House, Winckley Gardens, Mount Street,
Preston, Lancashire, PR1 8RY

Addendum 4/4

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

Definitions

Name of company

*insert full name
of Company* Robinson Consulting Limited of 1 - 2 Merchant's Quay, Ashley Lane, Shipley, West Yorkshire
BD17 7DB**"Assets"**

means all the undertaking, property and assets of the Company whatsoever and wheresoever present or future,

"Asset Contracts"

means all the rights of the Company, now or in the future, arising out of or in connection with any agreement:-

(i) for the acquisition of any property (real or personal) by the Company (except to the extent that such rights amount to an interest in land effectively charged by way of legal mortgage or fixed charge by Clause 3 1 1 or 3 1.2 of the Guarantee and Debenture) including without limitation any option to acquire property, or

(ii) for the hire, hire purchase, lease or loan of any property (real or personal), to the Company (except as aforesaid)

"Debts"

means all book and other debts now or in the future owing to the Company (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent, including without limitation credit balances on any account at any bank or financial institution other than the Mortgagee, and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt, but **"Debts"** does not include any asset or right effectively charged by way of fixed charge under any other provision of Clause 3 of the Guarantee and Debenture,

"Fixed Plant and Equipment"

means all plant, machinery or equipment of the Company of any kind (including without limitation all cables, pipes, switchgear, heating, lighting, electrical, water and gas apparatus) which does not for any reason constitute a Fixture, but is now or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building;

Name of company

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BD17 7DB**"Fixtures"**

means all things of any kind now or at any time affixed to land for any purpose, including without limitation trade and tenants fixtures,

"Insurances"

means, in relation to the Company, all the right, title and interest of the Company, now or in the future, in or under any policy of insurance or assurance or to the proceeds thereof,

"Intellectual Property"

means, in relation to the Company, all the right, title and interest of the Company, now or in the future, in or to any of the following:-

- (i) any registered intellectual property right in any territory, including without limitation patents, trade marks, service marks, registered designs, and any similar right in any territory and any applications or right to apply for any of the above,
- (ii) any invention, copyright, design right or performance right;
- (iii) any trade secrets, know-how and confidential information, and
- (iv) the benefit of any agreement or licence for the use (by the Company or any other person) of any such right,

"Land"

means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated, including without limitation any buildings and Fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership possession or occupation of land but for these purposes "land" excludes heritable property situated in Scotland,

Name of company

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of Company* Robinson Consulting Limited of 1 - 2 Merchant's Quay, Ashley Lane, Shipley, West Yorkshire
BD17 7DB**"Loose Plant and Equipment"**

means, in relation to the Company all plant, machinery, equipment and motor vehicles now or at any time owned by the Company as a capital asset which is not Fixed Plant and Equipment, including without limitation any moulds, patterns, tools (other than hand tools and consumable tooling) dies and jigs,

"Other Claims"

means, in relation to the Company, all rights, claims or obligations of any kind whatsoever now or at any time owed to the Company capable of being satisfied by the payment of money, which are not effectively charged by way of fixed charge by any other provision of the Guarantee and Debenture,

"Rents"

means, in relation to the Company, any sum payable to the Company (and any right to recover any such a sum):-



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 4259926
CHARGE NO. 3**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GUARANTEE & DEBENTURE
DATED 3 JUNE 2008 AND CREATED BY ROBINSON
CONSULTING LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE COMPANY TO THE TRUSTEES OF
THE ROBINSON DESIGN GROUP LIMITED (2001) PENSION
FUND AND TAYLOR PATTERSON TRUSTEES LIMITED ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 10
JUNE 2008**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 JUNE 2008



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**