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090478 / 20.

Company number

10

04585756

* SIMONSTONE (BRISTOL) LIMITED

Date of creation of the charge

2nd April 2003

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

Debenture

Amount secured by the mortgage or charge

All or any monies and liabilities which will for the time being (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Bank by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not the Bank shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which the Bank may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the Bank's usual rates and practice as well after as before any demand made or decree obtained under the Debenture ("Secured Liabilities")

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

CAPITAL BANK plc Capital House, Queens Road, Handbridge, Chester (the "Bank")

Postcode CH88 3AN

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

DWF - Solicitors
5 Castle Street
Liverpool
L2 4XE

REF: JCS/KJW/58500/956

Time critical reference

For official Use
Mortgage Section

Post room



A18
COMPANIES HOUSE

0702
04/04/03

Short particulars of all the property mortgaged or charged

Under clause 3.1 of the Debenture the Company charged to the Bank as a continuing security and with full title guarantee for the payment or discharge of the Secured Liabilities:
by way of legal mortgage all the freehold and leasehold property (including the property described in the Schedule to the Debenture, if any) now vested in the Company whether or not the title to the property is registered at H.M. Land Registry together with all present and future buildings, fixtures (including trade and tenant's fixtures unless the property of an occupational tenant), plant and machinery which are at any time on the property;
by way of fixed charge:
all future freehold and leasehold property belonging to the Company together with all buildings, fixtures (including trade and tenant's fixtures unless the property of an occupational an occupational tenant), plant and machinery which are at any time on the property;
all the Company's present and future interests in or over land or the proceeds of sale of it and all the Company's present and future licences to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property charged under the Debenture;
all the Company's goodwill and uncalled capital for the time being;

See Continuation Sheet 1 page 4

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legibly, preferably
in black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Date 3 April 2003

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

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

Company Number

04585756

Name of Company

SIMONSTONE (BRISTOL) 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)

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

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all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them, all rights and interests in and claims under all policies of insurance and assurance held or to be held by or insuring to the Company's benefit and the benefit of all rights and claims to which the Company is now or may in the future be entitled under any contracts;

all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which the Company may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;

all present and future book and other debts and monetary claims whether payable now or in the future and the benefit of all present and future rights and claims against third parties relating to them and capable of being satisfied by the payment of money (save as charged under sub-clause 3.1.2.4 of the Debenture);

all present and future plant and machinery not otherwise charged under clause 3 of the Debenture and all other present and future chattels (excluding any of the same for the time being forming part of the Company's stock in trade or work in progress);

all present and future bank accounts, cash at bank and credit balances with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest); and

by way of assignment all Rental Income and any Guarantee of Rental Income in favour of the Company.

by way of floating charge all the Assets not effectively otherwise charged by clause 3 of the Debenture, including (without limitation) any of the Company's immovable property in Scotland and any Assets in Scotland falling within any of the types mentioned in sub-clause 3.1.2 of the Debenture, but so that the Company is prohibited from creating any fixed security or mortgage or any other floating charge over the Assets having priority over or ranking pari passu with the floating charge created by sub-clause 3.1.3 of the Debenture (otherwise than in the Banks favour) and the Company will have no power without the Bank's consent to part with or dispose of any part of those Assets except by way of sale in the ordinary course of the Company's business.

Under Clause 3.2 of the Debenture the Bank may at any time, by notice to the Company, immediately convert the floating charge created under sub-clause 3.1.3 of the Debenture into a fixed charge over any Assets specified in that notice and the floating charge will, without notice from the Bank, automatically be converted with immediate effect into a fixed charge:

i) in respect of any Assets which become subject to a fixed charge in favour of any other person or to a disposition otherwise than by way of sale in the ordinary course of the business immediately upon such charge or disposition;

ii) in respect of all the Assets charged under sub-clause 3.1.3 of the Debenture if and when the Company ceases to carry on business; and

iii) in respect of all Assets on the presentation of a petition for an order for the compulsory winding-up or on the passing of a resolution for the voluntary winding-up or on the presentation of a petition for the making of an administration order in relation to the Company or a receiver or manager or administrative receiver is appointed over or in respect of any Assets.

Under clause 3.4 of the Debenture the Company will not without the Bank's previous written consent:

i) create or attempt to create or permit to subsist any mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or encumbrance on any Asset charged under the Debenture; or

ii) dispose of or part with possession in any way (except on the determination of any lease, tenancy or licence in which case the Bank's consent shall not be unreasonably withheld or delayed) or share occupation of any Asset; or

See Continuation Sheet 2 page 4

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Particulars of a mortgage or charge (continued)

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Continuation sheet No 2
to Form No 395 and 410 (Scot)

Please complete
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Company Number

04585756

Name of Company

SIMONSTONE (BRISTOL) LIMITED

Limited*

* delete if
inappropriate

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

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

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iii) in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset, and the Company will apply, to the Chief Land Registrar for a restriction to be entered on the register of title of all present and future registered freehold and leasehold property in the following terms: "Except under an order of the Registrar no disposition by the proprietor of the land is to be registered without the consent of the proprietor for the time being of the charge dated and referred to in entry number of the Charges Register".

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bold block lettering

Under clause 4 of the Debenture the security will be a continuing security for the Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or other matter or thing whatsoever and will be without prejudice and in addition to any other right remedy or security of whatever sort which the Bank may hold at any time for the Secured Liabilities or any other obligation whatsoever and will not be affected by any release, reassignment or discharge of such other right remedy or security.

Under clause 7.6 of the Debenture a person dealing with a Receiver appointed under the Debenture in good faith and for value shall not be concerned to enquire whether the Receiver is validly appointed or acting within his powers.

Under clause 8 of the Debenture the Company irrevocably appoint the Bank (whether or not the Receiver has been appointed) and also (as a separate appointment) the Receiver severally as the Company's Attorney and Attorneys, for the Company and in the Company's name and on the Company's behalf and as the Company's act and deed or otherwise to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required of the Company under the Debenture or may be deemed proper for any of its purposes, and to convey or transfer a legal estate to any purchaser of any freehold, leasehold or heritable property charged under the Debenture.

Under clause 11.1 of the Debenture Section 103 of the Law of Property Act 1925 will not apply to the Debenture but the statutory power of sale will as between the Bank and the Company and a purchaser from the Bank and the Company arise on and be exercisable at any time after the execution of the Debenture.

Definitions:

"Rental Income" means the aggregate amount of all amounts payable to or for the benefit or account of the Company in connection with the letting of a property or any part thereof.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04585756

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 2nd APRIL 2003 AND CREATED BY SIMONSTONE (BRISTOL) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CAPITAL BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 4th APRIL 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th APRIL 2003.

P. 0



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES