

# 395

137139/10

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**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

04982423

Name of company

\* Crystal Home Improvements Holdings Limited (the 'Mortgagor')

Date of creation of the charge

23rd APRIL 2004

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

Mortgage of a life policy to secure the own liabilities of a company (the "Mortgage").

Amount secured by the mortgage or charge

(a) all money and liabilities whether actual or contingent (including further advances made thereafter by the Bank and secured directly or indirectly by the Mortgage) which now are or at any time thereafter may be due, owing or incurred from or by the Mortgagor to the Bank anywhere or for which the Mortgagor may be or become liable to the Bank in any manner whatsoever without limitation (and whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law); and

contd...

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

Lloyds TSB Bank Plc, Dept No. 1034, Horley Securities Centre, PO Box 104, 13 High Street, Horley, Surrey (the 'Bank')

Postcode RH6 7YA

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

Richards Butler  
Beaufort House  
15 St Botolph Street  
London  
EC3A 7EE

Ref: CJPE/1005544

Time critical reference

For official Use  
Mortgage Section

Post room



**LD3**  
**COMPANIES HOUSE**

0347  
26/04/04

Short particulars of all the property mortgaged or charged

The Mortgagor with full title guarantee assigns to the Bank:

- (a) all money, including bonuses, that has accrued or may become payable under the Policy;
- (b) the benefit of all options and rights given to the Mortgagor in connection with the Policy; and
- (c) all the Mortgagor's rights and interests in the Policy.

The security shall extend to all beneficial interests of the Mortgagor in the Policy and any proceeds of sale or other realisation thereof or any part thereof.

contd...

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

*Richard Butler*

Date

*26th April 2004*

On behalf of [XXXXX] [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

CHFP025

**Particulars of a mortgage or charge  
(continued)**

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

Please complete  
legibly, preferably  
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bold block lettering

Company Number

04982423

Name of Company

Crystal Home Improvements Holdings Limited (the 'Mortgagor')

~~XXXXXX~~

\* delete if  
inappropriate

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

(b) interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Mortgagor or, in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select;

(c) commission and other banking charges and legal, administrative and other costs, charges and expenses incurred by the Bank in relation to this Mortgage (including any acts necessary to release the Policy from this security) or in enforcing the security hereby created on a full and unqualified indemnity basis;

(d) fees charged by the Bank for the time spent by the Bank's officials, employees or agents in dealing with any matter relating to the Mortgage. Such fees shall be payable at such rate as may be specified by the Bank; and

(e) all other money and liabilities expressed to be secured in the Mortgage (including, without limitation, any expenses and charges arising out of or in connection with the acts or matters referred to in the Mortgage).

Please do not  
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binding margin

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

Please complete  
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The Mortgagor has covenanted that it shall not without the prior written consent of the Bank:

(a) sell, assign, transfer or otherwise dispose of, or deal in any other way whatsoever with the Policy;

(b) compound, release, exchange, set-off, discount, factor or grant time or indulgence in respect of, any debt relating to the Policy or do anything whereby the recovery of any part of any such debt or any part of such proceeds may be impeded, delayed or prevented;

(c) mortgage, charge or give any security of any kind to a third party over the Policy nor allow any such mortgage, charge or security to exist;

(d) enter into any contractual or other agreement which has or may have an economic effect similar or analogous to any such encumbrance or security as would be prohibited by sub-clause (c) above or;

(e) give to any person any option or any other right in relation to the Policy.

**Definitions and interpretations used herein, as set out in the Mortgage**

**'Policy' means:**

(a) the policy of life assurance in which the name of the person whose life is assured is John Ettore Antonio Oddi, the date of the policy is 17 March 2004, the insurer is Scottish Widows plc, the policy number is 7780153, the sum assured (exclusive of bonuses) is £1,000,000 and the term date is 16 March 2010 (the details specified in the First Schedule of the Mortgage); and

(b) any policy or policies issued in substitution for the policy referred to in paragraph (a).

The expressions the '**Mortgagor**' and the '**Bank**' where the context admits include their respective successors in title and/or assigns, whether immediate or derivative.

Please complete  
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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04982423

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE OF A LIFE POLICY TO SECURE OWN LIABILITIES OF A COMPANY DATED THE 23rd APRIL 2004 AND CREATED BY CRYSTAL HOME IMPROVEMENTS HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS TSB BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 26th APRIL 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th APRIL 2004.

*Rw*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES