



CHFP041

COMPANIES FORM No. 395

017050/26

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

395**A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.**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

1			
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05337651

Name of company

* Morston Hickling Limited (the "Company")

Date of creation of the charge

28 January 2005

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

Debenture (the "Charge")

Amount secured by the mortgage or charge

The Secured Liabilities

See Paper Apart 1 for Definitions.

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

The Governor and Company of the Bank of Scotland (the "Bank")

The Mound, Edinburgh

Postcode EH1 1YZ

Presentor's name, address and
reference (if any):Dundas & Wilson CS LLP
Saltire Court
20 Castle Terrace
Edinburgh
EH1 2EN

For official use

Mortgage section

Post room

Time critical reference

KAY/ET/SJP/BOS001.2375

A03
COMPANIES HOUSE

ATYGH2IX

0485
04/02/05

Short particulars of all the property mortgaged or charged

See Paper Apart 2 (Clause 2.1)

Please do not
write in
this margin

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)

N/A

Signed

Date 2ND February 2005

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.

This is the Paper Apart 1 referred to in the foregoing Companies House Form 395 relative to the Debenture (the "Charge") by Morston Hickling Limited (the "Company") in favour of The Governor and Company of the Bank of Scotland (the "Bank") dated 28 January 2005

"Assets" means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property of the undertaking of the Company;

"Bank" means The Governor and Company of the Bank of Scotland, incorporated by Act of Parliament and having its head office at The Mound, Edinburgh, EH1 1YZ;

"Company" means Morston Hickling Limited (Company No. 05337651) who registered office is at 2 Lansdowne Road, Union Park, Fifers Lane, Norwich, Norfolk;

"Secured Liabilities" means all or any monies and liabilities which shall from time to time (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 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 usual Bank's rates and practice as well after as before any demand made or decree obtained under or in relation to the Charge.

This is the Paper Apart 2 referred to in the foregoing Companies House Form 395 relative to the Debenture (the "Charge") by Morston Hickling Limited (the "Company") in favour of The Governor and Company of the Bank of Scotland (the "Bank") dated 28 January 2005

2.1 The Company with full title guarantee hereby charges to the Bank as a continuing security for the payment or discharge of the Secured Liabilities:-

2.1.1 by way of legal mortgage all estates or interests in the freehold and leasehold property described in the Schedule of the Charge together with all present and future buildings, fixtures (including trade and tenant's fixtures) plant and machinery which are at any time on such property;

2.1.2 by way of fixed charge:-

2.1.2.1 all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of the Charge (other than any property charged in terms of Clause 2.1.1 above) together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;

2.1.2.1 all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land and the benefit or all other agreements relating to land which it is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures) which are at any time on the property charged under the Charge;

2.1.2.3 all present and future plant and machinery not otherwise charged under Clause 2 of the Charge and all other present and future chattels of the Company (excluding any of the same for the time being forming part of the Company's stock in trade or work in progress);

2.1.2.4 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;

2.1.2.5 all rights and interests in and claims under all policies of insurance and assurance held or to be held by or insuring to the benefit of the Company and the benefit of all rights and claims to which the Company is now or may be entitled under any contracts;

2.1.2.6 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 it 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;

2.1.2.7 all the Company's goodwill and uncalled capital for the time being;

2.1.2.8 all present and future book and other debts and monetary claims of the Company whether payable now or in the future and the benefit of all present

and future rights and claims of the Company against third parties relating to them and capable of being satisfied by the payment of money (save as charged under sub-clause 2.1.2.5 of the Charge above);

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

2.1.3 by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by this Clause 2 of the Charge, (including, without limitation, any immoveable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in sub-clause 2.1.2 of the Charge).

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05337651

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 28th JANUARY 2005 AND CREATED BY MORSTON HICKLING LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 4th FEBRUARY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th FEBRUARY 2005.

P. P. P. P.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES