

## 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



5635505

Name of company

\* GARBOL LIMITED

Date of creation of the charge

11 APRIL 2006

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

Fixed and Floating Security Agreement made between Kings Weston Limited ("the Company") and Allied Irish Banks P.L.C. ("the Bank")

Amount secured by the mortgage or charge

All liabilities of the Company present and future actual and/or contingent to the Bank.

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

Allied Irish Banks P.L.C.  
St Helen's, 1 Undershaft,  
LONDON

Postcode EC3A 8AB

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

Birkett Long

Ocean House, Waterloo Lane,  
CHELMSFORD, Essex, CM1 1BD

GBT/54131-34

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room



AS1  
COMPANIES HOUSE

401  
18/04/2006

Short particulars of all the property mortgaged or charged

Please see attached Continuation Form

Please do not  
write in  
this margin

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

01  
- build  
95

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Birkett Long

Date 13/04/06

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [chargee] †

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

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

CHFP025

Please do not  
write in this  
binding margin

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

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

Company Number

5635505

Name of Company

GARBOL LIMITED

~~XXXXXX~~

\* delete if  
inappropriate

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

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

Please do not  
write in this  
binding 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*

**FIXED CHARGES**

The Company with full title guarantee and as security for the payment of all present and future moneys, debts and liabilities due, owing or incurred by the Company to the Bank under or in connection with any finance document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise) ("Liabilities"), charges in favour of the Bank:

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

- (a) by way of first legal mortgage, all freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus from time to time therein or thereon) ("Real Property") now or in the future belonging to the Company;
- (b) by way of first fixed equitable charge, all other Real Property now or in the future belonging to the Company;
- (c) by way of first fixed charge, all its present and future:
  - (i) book and other debts of any nature, and all other rights to receive money, now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, security, guarantees and indemnities of any kind;
  - (ii) current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of those accounts;
  - (iii) all securities and investments of any kind (including shares, stocks, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments, all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from investments or such rights, in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest;
  - (iv) uncalled capital and goodwill;
  - (v) patents, designs, copyrights, topographies, trade marks, trading names, rights in confidential information and know-how, and any associated or similar rights, which it now or in the future owns or (to the extent of its interest) in which it now or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same);
  - (vi) beneficial interest in any pension fund;
  - (vii) plant and machinery; and
  - (viii) contracts and policies of insurance of any kind now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest and all related proceeds, claims of any kinds, returns of premium and other benefits.

**FLOATING CHARGE**

The Company, with full title guarantee and as security for the payment of all Liabilities, charges in favour of the Bank by way of first floating charge its undertaking and all its assets, both present and future.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05635505

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY AGREEMENT DATED THE 11th APRIL 2006 AND CREATED BY GARBOL LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ALLIED IRISH BANKS P.L.C. ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 18th APRIL 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st APRIL 2006.

*PDMM*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES