

# M

CHFP025

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legibly, preferably  
in black type, or  
bold block lettering

\*insert full name  
of Company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

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



05697591

Name of company

\* Pearl Fittings Limited

Date of creation of the charge

18 September 2006

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

Debenture (the "Debenture")

Amount secured by the mortgage or charge

See Schedule 1

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

Hamsard 3008 Limited (Registered Number: 05801090) whose registered office  
is at Rutland House, 148 Edmund Street, Birmingham

Postcode B3 2JR

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

Hammonds  
2 Park Lane  
Leeds  
LS3 1ES

SH3/CXR1/SUN.122-0001

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room



PMO  
COMPANIES HOUSE

\*PHY1U000\*

245

26/9/2006

A20  
COMPANIES HOUSE

\*A4K00J2U\*

698

23/09/2006

Short particulars of all the property mortgaged or charged

See Schedule 2

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

Particulars as to commission allowance or discount (note 3)

xNil

Signed

*Hammud*

Date

22/9/06

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

Name of company

\*insert full name  
of Company

\* Pearl Fittings Limited

## 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)

**SCHEDULE 1****1 AMOUNT SECURED BY MORTGAGE OR CHARGE**

Defined terms used in this Schedule shall have the meanings given to them in Appendix 1, unless otherwise defined herein.

All monies, debts and liabilities from time to time due, owing or incurred by the Company to the Lender of any kind whether actual or contingent, present or future and in any currency (whether incurred alone or jointly with another) and the Lender's charges, commission, Costs and interest (the "**Secured Liabilities**").

## Addendum 3/4

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

## Addendum 4/4

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

**SCHEDULE 2****1 SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED**

Defined terms used in this Schedule shall have the meanings given to them in Appendix 1, unless otherwise defined herein.

The Company covenants to discharge on demand the Secured Liabilities and as a continuing security for such discharge and with full title guarantee charges to the Lender the property set out below in the manner set out below:

- 1.1 by way of fixed charge by way of legal mortgage, the Scheduled Property and all Rights relating to the Scheduled Property;
- 1.2 by way of fixed charge, all the freehold and leasehold property now vested in or charged to the Company (not effectively mortgaged in the Lender's favour by clause 3.1 of the Debenture (detailed in paragraph 2.1

Name of company

\*insert full name  
of Company

\* Pearl Fittings Limited

above)) and all Rights relating to it;

- 1.3 by way of fixed charge all estates or interests in any freehold or leasehold property in the future vested in or charged to the Company (not otherwise effectively mortgaged in the Lender's favour by clauses 3.1 and 3.2 of the Debenture (detailed in paragraph 2.1 and 2.2 above)) and all Rights relating to it;
- 1.4 by way of fixed mortgage by assignment (subject always to reassignment upon redemption), all claims for repayment or otherwise which the Company may have against a party to whom it has sold or assigned receivables on termination of that arrangement;
- 1.5 by way of fixed charge all credit balances and bank deposits to the credit of the Company from time to time on any account with the Lender;
- 1.6 by way of fixed mortgage by assignment (subject always to reassignment upon redemption), all credit balances and bank deposits to the credit of the Company with any person other than the Lender now or at any time due or owing to the Company together with the full benefit of all rights and remedies relating to them;
- 1.7 by way of fixed charge, all subsisting patents and subsisting rights of a similar nature held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents and the right to apply for any applications in any part of the world (in each case for their full period and all extensions and renewals of them);
- 1.8 by way of fixed charge, all domain name registrations and all applications for them and the right to apply for any of them in any part of the world;
- 1.9 by way of fixed charge, all registered trademarks and all applications for them and the right to apply for any of them in any part of the world and all unregistered trademarks;
- 1.10 by way of fixed charge, all service marks of the Company;
- 1.11 by way of fixed charge all registered designs and all applications for them and the right to apply for any of them in any part of the world;
- 1.12 by way of fixed charge, inventions, utility models, confidential information, business names, trade names, brand names, copyright and rights in the nature of copyright, design rights and get-up and any similar rights existing in any country (including without limitation rights in computer software);
- 1.13 by way of fixed charge all the body of knowledge, technical experience, expertise and skills, technical processors, secret processors, formulae and technical information held by the Company and relating to its business, which is not in the public domain;
- 1.14 by way of fixed charge, the benefit (subject to the burden) of any and all agreements, arrangement and licenses in connection with the Intellectual Property;
- 1.15 by way of fixed charge, all the plant and machinery, equipment, fittings, installations and apparatus, furniture, furnishings, tools, motor vehicles and all other chattels and moveable assets (other than fixtures) of the Company present and future and not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts;
- 1.16 by way of fixed charge, all the goodwill and uncalled capital for the time being of the Company;

Name of company

\*insert full name  
of Company

\* Pearl Fittings Limited

- 1.17 by way of fixed charge, all stocks, shares and other securities held by the Company from time to time in any Subsidiary;
- 1.18 by way of fixed charge all stocks shares and other securities of the Company present and future and all income and rights derived from or attaching to them;
- 1.19 by way of fixed charge the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Lender or any third party;

2 *SEE ATTACHED FAX*  
**NEGATIVE PLEDGE**

The Company shall not;

- 2.1 create, purport to create or allow to subsist, any Security Interest over the whole or any part of the Charged Property other than in favour of the Lender; or
- 2.2 without prejudice to paragraph 2.3 below, sell, lease or otherwise dispose of the whole or any part of the Charged Property except in the ordinary course of its trade in respect of that part of the Charged Property which is subject only to an uncrystallised floating charge in favour of the Lender; or
- 2.3 save for arrangements with Burdale Financial Limited, sell, assign, factor or discount any of its future revenues or income.

### 3 ADMINISTRATORS AND RECEIVERS

- 3.1 The Debenture gives the Lender the power to appoint an Administrator or a Receiver.
- 3.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the Debenture and to the floating charges contained within it.

### 4 CONVERSION OF FLOATING CHARGE

- 4.1 The Lender may by written notice to the Company convert the floating charge into a fixed charge as regards such Charged Property as the Lender may specify (whether generally or specifically) in that notice.
- 4.2 If, without the prior written consent of the Lender, the Company breaches or takes any step with a view to breaching any provision of Clause 4 of the Debenture (Negative Pledge) in respect of any of the Charged Property which is subject to an uncrystallised floating charge under the Debenture, or if any person levies or attempts to levy any distress, attachment, execution or other legal process against any of that Charged Property to which the breach or step relates, such floating charge will automatically, without notice, be converted into a fixed charge as soon as that breach occurs or that step is taken.

### 5 POWER OF ATTORNEY

The Company irrevocably appoints, by way of security the Lender, each person deriving title from the Lender, Administrator or Receiver, as the case may be, jointly and severally to be its attorney (with full power to appoint substitutes and to sub-delegate) to do any act or thing which the Company is, or may become, obliged to do pursuant to the Debenture. The Company ratifies and confirms anything done or purported to be done by any attorney appointed pursuant to Clause 15 of the Debenture (detailed in this paragraph 6)

### 6 HM LAND REGISTRY

Name of company

\*insert full name  
of Company

\* Pearl Fittings Limited

The Company hereby applies to the Chief Land Registrar to enter a restriction in the Proprietorship Registers of the registered titles (if any) of the Scheduled Property or, in the case of the first registration of the whole or any part of the Scheduled Property, against the Scheduled Property, or both, of a restriction in the following form:

***"No disposition or dealing of the registered estate by the proprietor of the registered estate is to be registered without a written consent by the proprietor for the time being of the charge dated date in favour of chargee referred to in the charges register."***

## Appendix 1

### DEFINITIONS

**"Administrative Receiver"** means any person appointed or to be appointed by the Lender as administrative receiver pursuant to the exceptions to section 72A (1) or (2) of the Insolvency Act 1986;

**"Administrator"** means any person appointed or to be appointed by the Lender as administrator pursuant to Schedule 131 to the Insolvency Act 1986;

**"Charged Property"** means the whole or any part of the property, assets, income and undertaking of the Company from time to time mortgaged, charged or assigned to the Lender under the Debenture;

**"Costs"** means all costs, charges or expenses on a full indemnity basis of any kind including, without limitation, costs and damages in connection with litigation, professional fees, disbursements and any value added tax to be charged on those costs, charges, expenses and disbursements;

**"Intellectual Property"** means together the property described in clauses 3.7. to 3.14 of the Debenture (inclusive);

**"Receiver"** means any person appointed or to be appointed by the Lender as receiver or receiver and manager or (where applicable) an Administrative Receiver pursuant to the Debenture;

**"Rights"** means all the Company's rights, title and interest from time to time in any lease, licence or occupational right (or an agreement for any of them) together with all the Company's rights, title and interest from time to time in any renewal of, replacement of or variation to any lease, licence or occupational right (or an agreement for any of them);

**"Scheduled Property"** means the property details of which are set out at Appendix 2;

**"Security Interest"** means any mortgage, charge, assignment, pledge, lien, right of set off, hypothecation, encumbrance, priority or other security interest (whether fixed or floating) including, without limitation, any 'hold-back' or 'flawed asset' arrangement together with any preferential right, retention of title, deferred purchase, leasing, sale or purchase, sale and leaseback, arrangement, trust, agreement, declaration of trust, trust arising by operation of law, any option or agreement for any of the same or any arrangement which has substantially the same commercial or substantive effect as the creation of security;

**"Subsidiary"** means a subsidiary within the meaning of s736 of the Companies Act 1985;

## Appendix 2

Company number

05697591

Name of company

\*insert full name  
of Company

\* Pearl Fittings Limited

**SCHEDULED PROPERTY**

# Hammonds

By fax only: 02920380827

F.A.O. Maria Williams  
Companies House  
Crown Way  
Cardiff  
CF14 3UZ

Our ref SH3/CXR1/SUN.122-1

Your ref

Date 26 September 2006

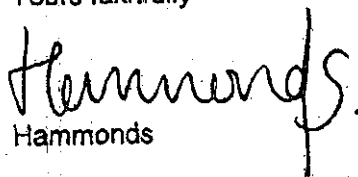
Dear Sirs

Pearl Fittings Limited - Company Number 05697591  
Europower Limited - Company Number 00599512  
Europower Hydraulics Limited - Company Number 00943935  
Europower Direct Limited - Company Number 01962156  
IBP Limited - Company Number 04294377  
IBP Conex Limited - Company Number 04294361

Further to our telephone conversation, please insert the following paragraph into Schedule 2 of the Forms 395 in relation to the Debentures to be registered for the companies above:

"1.20 by way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under this Debenture."

Yours faithfully

  
Hammonds

Hammonds  
2 Park Lane Leeds LS3 1ES DX 26441 Leeds  
Telephone +44 (0)870 839 0000 Direct Line +44 (0)870 839 7658 Direct Fax +44 (0)870 480 3409  
Email catherine.read@hammonds.com

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Munich Paris Rome Turin

Website [www.hammonds.com](http://www.hammonds.com)

A list of the names of the partners and their professional qualifications is open to inspection at our offices. The partners are either solicitors or registered foreign lawyers. This firm is regulated by the Law Society.



FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05697591

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 18th SEPTEMBER 2006 AND CREATED BY PEARL FITTINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO HAMSARD 3008 LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 26th SEPTEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th SEPTEMBER 2006 .

*[Handwritten signature]*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES