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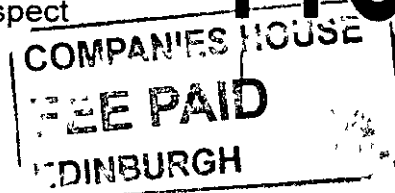
* insert full name
of company

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410cs

COMPANIES FORM No 410(Scot)
Particulars of a charge created
by a company registered in Scotland

A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge

Pursuant to section 410 of the Companies Act 1985



To the Registrar of Companies
(Address overleaf Note 6)

For official use

Company number

[6]

SC099972

Name of company

* Space Kitchens and Bedrooms Limited (the "Borrower")

C/INTO SKB REALISATIONS LIMITED ON 29/07/08

Date of creation of the charge (note 1)

11 July 2008

Description of the instrument (if any) creating or evidencing the charge (note 1)

Fixed Charge over Book Debts (the "Charge")

Amount secured by the charge

Please see Appendix 1, attached

Names and addresses of the persons entitled to the charge

Bank of Scotland plc (the "Lender"), The Mound, Edinburgh, EH1 1YZ

Presenter's name address telephone
number and reference (if any)

Walker Morris Solicitors
Kings Court
12 King Street
Leeds, LS1 2HL
SCC/VS/FOR 25 4

TUESDAY



SVPW1TC

SCT

29/07/2008

1472

COMPANIES HOUSE

SCT

29/07/2008

295

COMPANIES HOUSE

Short particulars of all the property charged

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Please see Appendix 2, attached

Please complete
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Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

Not applicable

Particulars as to commission, allowance or discount paid (see section 413(3))

Nil

A fee is payable
to Companies
House in respect
of each register
entry for
a mortgage or
charge
(See Note 5)

Signed Valerie Porter Date 23 July 2008

On behalf of [~~company~~] [chargee]†

Notes

1 A description of the instrument e.g. "Standard Security" "Floating Charge" etc, should be given. For the date of creation of a charge see section 410(5) of the Act. (Examples: date of signing of an Instrument of Charge, date of recording / registration of a Standard Security, date of intimation of an Assignment.)

2 In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge, and / or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

3 A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered.

4 A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.

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 are to be made payable to **Companies House**.

6 The address of the Registrar of Companies is Companies House, 37 Castle Terrace, Edinburgh EH1 2EB
DX 235 Edinburgh or LP 4 Edinburgh 2

† delete as
appropriate

Appendix 1

The Borrower covenants with the Lender that it will on demand pay and discharge to the Lender

- 1 1 all monies, obligations and liabilities whatsoever whether for principal interest or otherwise in whatever currency which may now or at any time in the future be due owing or incurred by the Borrower to the Lender whether present or future actual or contingent and whether alone severally or jointly as principal guarantor surety or otherwise and in whatever name or style and whether on any current or other account or in any other manner whatsoever including all liabilities in connection with foreign exchange transactions or any notes bills guarantees or other instruments accepted endorsed discounted or entered into by the Lender for or at the request of the Borrower
- 1 2 All costs, charges, expenses and other sums whatsoever (including without prejudice to the generality of the foregoing any legal and other professional costs, charges and expenses including VAT) on a full and unqualified indemnity basis howsoever incurred or to be incurred by the Lender or by or through any receiver, attorney, delegate, sub delegate, substitute or agent of the Lender or the Borrower (including without limitation the remuneration of any of them) for any of the purposes referred to in the Charge or otherwise howsoever in relation to the Security Assets and all other costs, charges and expenses (whether in respect of litigation or not) incurred or to be incurred in the negotiation, preparation, completion, protection, realisation, enforcement of, or the collection or recovery of any monies from time to time owing under the Charge (or any security collateral or supplemental thereto) or in insuring, inspecting, repairing, maintaining, completing, managing, letting, realising or exercising any other power, authority or discretion in relation to the Security Assets
- 1 3 Interest on each of the foregoing calculated day by day from demand until full discharge (as well as before judgment) at four per cent above the base rate from time to time in force of the Bank of Scotland plc and, in respect of the sums specified in Clause 1 1 above, interest shall accrue and be payable as from the dates on which the same are incurred or become due without the necessity for any demand being made for payment thereof

Security Assets means all the property, assets, rights, title and interests of the Borrower referred to in Clause 3 of the Charge

Clause 3 of the Charge is defined at clause 1 1 and 1 2 of Appendix 2 (attached)

Appendix 2

1 1 The Borrower, as a continuing security for the payment and discharge of the Secured Liabilities, charges

- 1 1 1 by way of first fixed mortgage by assignment (subject always to reassignment upon redemption) all book debts and other debts whether actual or contingent now or at any time during the Security Period due or owing to the Borrower together with the full benefit of all rights and remedies relating thereto including but not limited to any negotiable or non negotiable instruments, guarantees, bonds, indemnities, debentures, legal and equitable charges and other security, reservation or proprietary rights, rights of tracing liens and all other rights and remedies of whatsoever nature in respect of the same,
- 1 1 2 by way of first fixed mortgage by assignment (subject always to reassignment upon redemption) all credit balances and bank deposits with any person other than the Lender now or at any time during the Security Period due or owing to the Borrower together with the full benefit of all rights and remedies relating thereto including but not limited to any negotiable or non negotiable instruments, guarantees, bonds, indemnities, debentures, legal and equitable charges and other security, reservation or proprietary rights, rights of tracing liens and all other rights and remedies of whatsoever nature in respect of the same,
- 1.1 3 by way of first fixed mortgage by assignment (subject always to reassignment upon redemption) all monetary claims and the benefit of all things in action due or owing to or purchased or otherwise acquired by the Borrower or to or in which the Borrower may now or at any time hereafter be or become entitled or interested whether actual or contingent now or at any time during the Security Period due or owing to the Borrower and which are not charged by clause 1 1 1 and 1 1 2 above together with the full benefit of all rights and remedies relating thereto including but not limited to any negotiable or non negotiable instruments, guarantees, bonds, indemnities, debentures, legal and equitable charges and other security, reservation or proprietary rights, rights of tracing liens and all other rights and remedies of whatsoever nature in respect of the same,
- 1 1 4 by way of first fixed charge all benefits in respect of all contracts and policies of insurance of whatever nature in relation to the assets charged by clause 1 1 1, 1 1 2 and 1 1 3 above which are from time to time taken out by the Borrower or in which the Borrower has an interest

Notes

- 1 2 Every disposition effected by the Charge is made with full title guarantee. The other terms of the Charge do not limit or extend any of the covenants implied by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 but create separate and independent obligations having effect cumulatively with those implied covenants
- 1 3 The Borrower shall not without the prior consent in writing of the Lender purport to charge, waive, assign or otherwise deal with the Security Assets in favour of any other person
- 1 4 The Charge contains a power of attorney (cl 7)

Security Assets means all the property, assets, rights, title and interests of the Borrower referred to in Clause 3 of the Charge

Secured Liabilities means all monies, obligations and liabilities, referred to in Clause 2 of the Charge and references to the Secured Liabilities include references to any of them

Security Period means the period beginning on the date of the Charge and ending on the date on which the Lender is satisfied that the Secured Liabilities have been irrevocably and unconditionally satisfied in full and that no further Secured Liabilities are capable of arising

Clause 3 of the Charge is defined at 1.1 and 1.2 above

Clause 2 of the Charge is referred to at Appendix 1



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 99972

CHARGE NO. 6

I HEREBY CERTIFY THAT A CHARGE CREATED BY SKB
REALISATIONS LIMITED

ON 11 JULY 2008

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF BANK OF SCOTLAND PLC

WAS DELIVERED PURSUANT TO SECTION 410 OF THE
COMPANIES ACT 1985 ON 29 JULY 2008

GIVEN AT COMPANIES HOUSE, EDINBURGH 29 JULY 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES