

**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

[4][1][1][1]

01725219

Name of company

\* Whitehead Mann Group Limited (the "Charging Company")

Date of creation of the charge

19 February 2007

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

Supplemental Deed to a composite all assets guarantee and indemnity and debenture dated 19 February 2007 between the Charging Company and the Security Holder (as defined below) (the "Supplemental Deed").

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent, whether owed jointly or severally, as principal or as surety or in any capacity whatsoever) of the Charging Company to the Security Holder on any account whatsoever and howsoever arising (including without limitation, under a business finance agreement (the "Business Finance Agreement") dated 13 September 2006 (as amended from time to time), the Supplemental Deed and certain other financing documents referred to in the Business Finance Agreement), together with all expenses (the "Secured Liabilities").

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

GE Commercial Finance Limited, a company registered in England and Wales with registration under 1030032 whose registered office is at Enterprise House, Bancroft Road, Reigate, Surrey (the "Security Holder").

Postcode RH2 7RT

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

Wragge & Co LLP  
55 Colmore Row  
Birmingham  
B32AS

1939387/DXB1/SAG1

Time critical reference

For official Use (06/2005)  
Mortgage Section

Post room



\*A3SM1NIX\*

A45

02/03/2007

401

COMPANIES HOUSE

8511016

Short particulars of all the property mortgaged or charged

1. The Supplemental Deed charges all of the present and future assets of the Charging Company (the "**Charged Assets**").
2. It creates first fixed charges over all of the present and future assets of the Charging Company of the following types:
  - (a) all of its land, interests in land and fixtures;
  - (b) all its plant, machinery and equipment;
  - (c) all its goodwill, unpaid and/or uncalled capital;
  - (d) all its intellectual property;
  - (e) all its shares, stocks, bonds and securities of any kind;
  - (f) all loan capital, indebtedness or liabilities on any account owing to it;
  - (h) all amounts realised by an administrator or liquidator;
  - (i) all its documents of title deposited with the Security Holder and for the property mentioned in such documents;
  - (j) all of its non-vesting debts to the extent not effectively assigned by way of security;
  - (k) all of its other debts; and
  - (l) all monies in any specified account and in any other account under the control of or operated in accordance with the directions of the Security Holder.

See Continuation Sheet A

Particulars as to commission allowance or discount (note 3)

NIL

Signed Wragg - Co LLP

Date 1 March 2007

On behalf of ~~[company]~~ [mortgagee/chargee] <sup>†</sup>

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

Please do not write in this margin

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

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

<sup>†</sup> delete as appropriate

**Continuation Sheet A****Company Name:** Whitehead Mann Group Limited**Company Number:** 01725219

3. It creates a floating charge over all of its undertaking, property, rights and assets whatsoever and wheresoever, both present and future (including to the extent that any of such undertaking, property, rights and assets are not effectively charged from time to time by any of the above fixed charges or assigned by way of security).

4. It assigns by way of security all its rights, title and interest in and to:

- (a) the benefits arising under its policies of insurance;
- (b) the non-vesting debts; and
- (c) any contracts relating to or benefiting any of the above Charged Assets.

**Negative Pledge**

The Charging Company will ensure that no encumbrances (other than liens arising by operation of law in the ordinary course of business and securing obligations not more than 60 days overdue or those permitted by the Security Holder) will arise on or after the date of the Supplemental Deed in respect of its Charged Assets without the prior written consent of the Security Holder, save for any encumbrances arising under financial leases or hire.

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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. 01725219

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED DATED THE 19th FEBRUARY 2007 AND CREATED BY WHITEHEAD MANN GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO GE COMMERCIAL FINANCE LIMITED (THE SECURITY HOLDER) UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 2nd MARCH 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th MARCH 2007.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

*DDW*