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

*insert full name
of Company

COMPANIES FORM No. 395

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

1115

323778

367548/26

Name of company

* A Share & Sons Limited ("**Company**")

Date of creation of the charge

3 July 2008

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

Guarantee and debenture dated 3 July 2008 ("**Deed**") granted by the Company and its agent Parlour Product Holding Limited (company no 6551761) ("**Agent**") (together the "**Grantors**") in favour of Barclays Bank PLC ("**Bank**") as security for the liabilities to the Bank of each of the Grantors

Amount secured by the mortgage or charge

Any obligation for the payment or repayment by any of the Grantors to the Bank of money in any currency, whether present or future, actual or contingent, joint or several, whether incurred as principal or surety or in any way whatsoever, including any liability (secured or unsecured) of the Grantors to a third party which subsequently becomes payable to the Bank by assignment or otherwise and including principal, interest, commission, fees and other charges ("**Indebtedness**")

Indebtedness shall include all interest, commission, fees, charges, costs and expenses which the Bank may charge to the Grantors in the course of the Bank's business or incur in respect of the Grantors or the Grantors' affairs. The interest will be calculated and compounded in accordance with the Bank's usual practice, before and also after any demand or judgment

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

Barclays Bank PLC (Company No 01026167), 1 Churchill Place, London

Postcode E14 5HP

Presenter's name address and
reference (if any)

DLA Piper UK LLP
Princes Exchange
Princes Square
LEEDS
LS1 4BY

AF/54000/720045/19985308

Time critical reference
AF

For official Use (02/06)
Mortgage Section

Post room

TUESDAY



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A50

08/07/2008

106

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1 The Company charges to the Bank with full title guarantee with the payment or discharge of all Indebtedness

1 1 by way of legal mortgage, all freehold and leasehold Land in England and Wales at the date of the Deed vested in the Grantors and not registered at HM Land Registry,

1 2 by way of fixed charge

(a) all freehold and leasehold land in England and Wales at the date of the Deed vested in the Company and registered at HM Land Registry,

(b) all other Land which is at the date of the Deed, or in the future becomes, the Company's property,

(c) all plant and machinery at the date of the Deed or in the future attached to any Land,

(d) all rental and other income and all debts and claims which are due or owing to the Company at the date of the Deed or in the future under or in connection with any lease, agreement or licence relating to Land,

(e) all the Company's Securities,

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed DLA Piper UK LLP

Date 7 July 2008

On behalf of ~~XXXXXXXX~~ [mortgagee/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
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* A Share & Sons Limited ("Company")

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)

Addendum 3/4

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

Addendum 4/4

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

(f) all insurance and assurance contracts and policies at the date of the Deed or in the future held by or otherwise benefiting the Company

- which relate to Assets themselves subject to a fixed charge in the Bank's favour, or
- which are at the date of the Deed or in the future deposited by the Company with the Bank,

together with all the Company's rights and interests in these contracts and policies (including the benefit of all claims arising and all money payable under them),

(g) all the Company's goodwill and uncalled share capital for the time being,

(h)

- (i) all the Company's Intellectual Property, present and future, including any Intellectual Property to which the Company is not absolutely entitled or to which the Company is entitled together with others,
- (ii) the benefit of all agreements and licences at the date of the Deed or in the future entered into or enjoyed by the Company relating to the use or exploitation of any Intellectual Property in any part of the world,
- (iii) all trade secrets, confidential information and knowhow owned or enjoyed by the Company at the date of the Deed or in the future in any part of the world,

(i) all trade debts at the date of the Deed or in the future owing to the Company, all other debts at the date of the Deed or in the future owing to the Company save for those arising on fluctuating accounts with associates (as defined in section 53(3) of the Companies Act 1989),

(j) the benefit of all instruments, guarantees, charges, pledges and other rights at the date of the Deed or in the future available to the Company as security in respect of any Asset itself subject to a fixed charge in the Bank's favour,

1 3 by way of floating charge

(a) all the Company's Assets which are not effectively charged by the fixed charges in clauses 3 1 1 and 3 1 2 of the Deed (detailed in clauses 1 1 and 1 2 above), and

Name of company

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(b) without exception all the Company's Assets insofar as they are situated for the time being in Scotland

Note 1:

1 The Company may not, except with the Bank's prior written consent

1 1 create or attempt to create any fixed or floating security of any kind or any trust over any of the Company's Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of the Company's business) to arise or subsist over any of the Company's Assets, or

1 2 sell, assign, lease, license or sub-license, or grant any interest in the Company's Intellectual Property Rights, or purport to do so, or part with possession or ownership of them, or allow any third party access to them or the right to use any copy of them

2 The Company shall not without the Bank's prior written consent

2 1 create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking *pari passu* with or subject to, a floating charge, created under clause 3 1 3 of the Deed (detailed at clause 1 3 above)), or

2 2 take any other step referred to in clause 5 1 (*Negative Pledge and Other Restrictions*) of the Deed with respect to any of the Floating Charge Assets, or

2 3 sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business

3 1 Company may not, without the Bank's prior written consent, exercise any power of leasing, or accepting surrenders of leases of, any of the Company's Land, or (unless obliged to do so by law) extend, renew or vary any lease or tenancy agreement or give any licence to assign or underlet, and

3 2 The Company may not part with possession (otherwise than on the determination of any lease, tenancy or licence granted to the Company) of any of the Company's Land or share the occupation of it with any other person, or agree to do so without the Bank's prior written consent

Note 2:

The Deed will remain a continuing security in the Bank's favour, regardless of any settlement of account or any other matter whatever, and shall be without prejudice and in addition to every other right, remedy or security which the Bank may have at the date of the Deed or in the future in respect of any of the Assets for the payment of any Indebtedness

Note 3:

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the Deed

Note 4:

The Deed contains a power to appoint a Receiver over all or any of the Assets or an administrator or administrators of the Company

Note 5:

The Deed contains a power of attorney in favour of the Bank and any Receiver

Definitions:

Name of company

*insert full name
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* A Share & Sons Limited ("Company")

The terms used in this Companies House Form 395 have the meanings set out below

"Assets" means in relation to the Company, all undertaking, property, assets, rights and revenues, whatever and wherever in the world, present and future, and includes each or any of them,

"Floating Charge Assets" means in relation to the Company those of the Company's Assets that are for the time being comprised in the floating charge created by clause 3 1 3 of the Deed (detailed at clause 1 3 above) but only insofar as concerns that floating charge,

"Group" means the Agent and each company which is at the date of the Deed or in the future a subsidiary undertaking of the Agent or the Agent's parent undertaking (as defined by section 258 of the Companies Act 1985),

"Intellectual Property" means all patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) and in each case any extensions and renewals of, and any applications for, these rights,

"Intellectual Property Rights" means all and any of the Company's Intellectual Property and all other intellectual property rights and other rights, causes of action, interests and assets comprised in clause 3 1 2(h) of the Deed (detailed at clause 1 2 (h) above),

"Land" includes freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures),

"Receivables" means in relation to the Company, all sums of money receivable by the Grantors at the date of the Deed or in the future consisting of or payable under or derived from any Assets referred to in clause 3 1 2 of the Deed (detailed at clause 1 2 above),

"Receiver" means every person the Bank appoints as a receiver and manager under clause 13 of the Deed including any substituted receiver and manager, and

"Securities" means in relation to each of the Company, all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person (other than that one of the Grantors) and all other investments as listed in Part II of Schedule 2 to the Financial Services and Markets Act 2000

- which at the date of the Deed or in the future represent a holding in a subsidiary undertaking (as defined in section 258 of the Companies Act 1985) or an undertaking which would be a subsidiary undertaking if in sub-section (2)(a) of that section "30 per cent or more" were substituted for "a majority", or
- the certificates for which are at the date of the Deed or in the future deposited by the Company with the Bank or which, if uncertificated, are held in an escrow or other account in the Bank's favour or held in the Bank's name or that of the Bank's nominee or to order,

including in each case all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 323778
CHARGE NO. 15**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GUARANTEE & DEBENTURE
DATED 3 JULY 2008 AND CREATED BY A. SHARE & SONS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM ANY OF THE GRANTORS TO BARCLAYS BANK PLC
ON ANY ACCOUNT WHATSOEVER WAS REGISTERED
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT
1985 ON THE 8 JULY 2008**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 JULY 2008



Companies House
— for the record —

PS



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**