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COMPANIES FORM No 395

126782/13

Particulars of a mortgage or charge

395

CHFP000

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

Please do not write in this margin

Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf - Note 6)

For Official use

Company Number

17

0323778

Name of Company

*insert full name of company

A. Share & Sons Limited (the "Company")

Date of creation of the charge

29 December 2008

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

Floating Security Document (the "Security Document") dated 29 December 2008 between the Company and Parlour Product Holding Limited (the "Lender", which expression includes its successors in title, permitted assigns and permitted transferees)

Amount secured by the mortgage or charge

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Name and address of the mortgagees or persons entitled to the charge

Parlour Product Holding Limited

c/o A. Share & Sons Limited, 45-49 Villiers Street, Sunderland

Postcode

SR1 1HA

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

Linklaters LLP
One Silk Street
London EC2Y 8HQ
Tel: 020 7456 2000

Please return via
CH London Courier

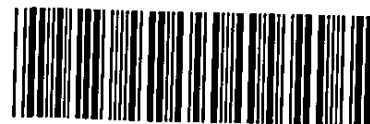
Ref: Jaya Prasannan

Time critical reference

For official Use
Mortgage Section

Post room

TUESDAY



LD2

LCNR56AW

06/01/2009

41

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

(PLEASE SEE ATTACHED CONTINUATION SHEET)

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

Linklater LLP

Date 6 January 2009

On behalf of chargee

A fee of £13 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Note

* Delete as appropriate

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, e.g. "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 including 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. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

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Name of Company

A. Share & Sons Limited

Company Number

0323778

Amount secured by the mortgage or charge

The "Liabilities", which are defined in the Security Document as meaning all present and future moneys, debts and liabilities due, owing or incurred by the Company to the Lender on any current or other account or otherwise in any manner whatsoever (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).

Name of Company

A. Share & Sons Limited

Company Number

0323778

Short particulars of all the property mortgaged or charged

1 Floating Charge

- 1.1 Creation:** The Company, with full title guarantee (save in respect of the assets which are subject to the Security created pursuant to, or permitted by the Finance Documents or the Intercreditor Deed), and as security for the payment of all Liabilities, charged in favour of the Lender by way of floating charge, its undertaking and all its assets, both present and future.

Note (1): The Security Document provides that:

- 1 Security:** The Company shall not create or permit to subsist any Security over any Charged Asset except for:

1.1 the Charges;

1.2 any lien arising by operation of law and in the ordinary course of trading; and

1.3 any Security which is subject to, or created or expressed to be created by or pursuant to, the Intercreditor Deed.

- 2 Disposal:** The Company shall not (nor agree to) enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Charged Asset except for a disposal in the ordinary course of trade of assets the disposal of which is not prohibited by any Finance Document.

- 3 Conversion by Notice:** The Lender may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the Company specifying the relevant Charged Assets (either generally or specifically):

- 3.1** if it considers it desirable to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges; and/or

- 3.2** while an Enforcement Event is continuing.

4 Automatic Conversion: If:

- 4.1** the Company takes any step to create any Security in breach of paragraph 1 (*Security*) of this Note (1) over any of the Charged Assets; or

- 4.2** any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge.

Note (2): In this Form, except to the extent that the context requires otherwise:

"Agreement" means the loan facility agreement dated on or about the date of the Security Document between the Lender and the Company.

any reference to **"assets"** includes present and future properties, revenues and rights of every description.

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets.

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Security Document.

Name of Company

A. Share & Sons Limited

Company Number

0323778

Short particulars of all the property mortgaged or charged

"Enforcement Event" means any event or circumstance specified as such in Clause 8 (*Enforcement Events*) of the Security Document.

"Finance Document" means:

- (i) the Agreement;
- (ii) the Security Document;
- (iii) any other security document that may at any time be given as security for any of the Liabilities pursuant to or in connection with any Finance Document; and
- (iv) any other document designated as such by the Lender and the Company.

any reference to a **"Finance Document"** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, restated or replaced and includes any increase in, extension of or change to any facility made available under that Finance Document or other agreement or instrument.

"Intercreditor Deed" means an intercreditor deed dated (as amended) between the Company, Lender and Barclays Bank plc dated 3 July 2008 and amended on or around the date of this Deed.

any reference to the **"Lender"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees.

any reference to a **"person"** includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 323778
CHARGE NO. 17**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FLOATING SECURITY DOCUMENT
DATED 29 DECEMBER 2008 AND CREATED BY A. SHARE &
SONS LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO PARLOUR PRODUCT
HOLDING LIMITED ON ANY ACCOUNT WHATSOEVER WAS
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 6 JANUARY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 JANUARY 2009



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