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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)

Name of company

* LAMBERT HOWARTH LIMITED ("Company")

Date of creation of the charge

18 OCTOBER 2006

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

LEGAL CHARGE between the Company (1) Lambert Howarth Group PLC (2) and the Bank (3) ("Legal Charge")

Amount secured by the mortgage or charge

PLEASE REFER TO SCHEDULES 1 AND 2.

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

ABN AMRO BANK N.V of 250 Bishopsgate, London ("Bank")

Postcode EC2M 4AA

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

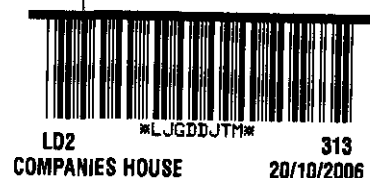
DLA Piper UK LLP
3 Noble Street
London
EC2V 7EE

JXI/43472/120078/11403055

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room



CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

COMPANIES HOUSE

For official use

Company number

00486101

133101/13
395

PLEASE REFER TO SCHEDULES 1, 3 AND 4.

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

Date

20/10/06

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [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

SCHEDULES TO FORM 395

SCHEDULE 1

DEFINITIONS

"Composite Guarantee and Debenture" means the composite guarantee and debenture granted by (inter alia) the Company in favour of the Bank dated the same date as the Legal Charge;

"Facilities Agreement" means the facilities agreement entered into by the Bank and the Borrowers as amended on or about the date of the Legal Charge;

"Finance Documents" has the meaning given to it in the Composite Guarantee and Debenture;

"Premises" means all buildings and erections included in the definition of **"Security Assets"**;

"Property" means the property specified in Schedule 4 (*The Property*) and, where the context so admits, includes:

- (a) all buildings, erections, fittings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;
- (b) all easements, rights and agreements in respect thereof;
- (c) all proceeds of sale of the whole or any part of that property; and
- (d) the benefit of all covenants given in respect thereof;

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Legal Charge;

"Security Interest" means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security;

"Security Period" means the period beginning on the date of the Legal Charge and ending on the date on which:

- (a) all the Secured Amounts have been unconditionally and irrevocably paid and discharged in full; and

(b) the Bank has no further commitment, obligation or liability under or pursuant to the Finance Documents.

SCHEDULE 2

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

All present and future obligations and liabilities (whether actual and contingent and whether owned jointly or severally or alone or in any other capacity whatsoever) of the Company to the Bank under or pursuant to any Finance Document (including all monies covenanted to be paid under the Legal Charge), provided that no obligation or liability shall be included to the extent that, if it were so included, the Legal Charge (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 (the "**Secured Amounts**").

SCHEDULE 3

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. LEGAL MORTGAGE

The Company with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 and as continuing security for payment of the Secured Amounts, charges and agrees to charge in favour of the Bank by way of first legal mortgage all its present and future right title and interest in and to the Property.

2. NEGATIVE PLEDGE

The Company shall not, during the Security Period, do nor agree to do any of the following without the prior written consent of the Bank, such consent not to be unreasonably delayed:

- 2.1 create or permit to subsist any Security Interest on any Security Asset except as permitted by any Finance Document ; or
- 2.2 sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not), the whole or any part of its interest in any Security Asset except which is permitted by any Finance Document.

SCHEDULE 4

THE PROPERTY

Registered land

Address	County/District/London Borough	Title number	
Land on north east side of Marlborough Street, Burnley	Lancashire - Burnley	LA635733	
Healey Royd Mill, Marlborough Street and land on the south west side of Finsley Gate, Burnley, Lancashire	Lancashire - Burnley	LA859784	
Land on the north east side of Marlborough Street, Burnley	Lancashire - Burnley	LA490681	
Finsley Coal Yard, Healey Royd Mount and Finsley Mill, Burnley, Lancashire	Lancashire - Burnley	LA859782	
Land on the north east side of Marlborough Street, Burnley	Lancashire - Burnley	LA643758	
44 Marlborough St, Burnley, Lancashire	Lancashire - Burnley	LA185435	

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00486101

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 18th OCTOBER 2006 AND CREATED BY LAMBERT HOWARTH LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ABN AMRO BANK N.V. ON ANY ACCOUNT WHATSOEVER 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 20th OCTOBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th OCTOBER 2006.

P
Mr



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES