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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.

CHFP025

Please do not write in this margin

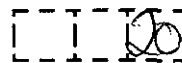
Please complete legibly, preferably in black type, or bold block lettering

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use



Company number

00486101

010489/13

Name of company

* Lambert Howarth Limited (the "Chargor")

Date of creation of the charge

9 November 2006

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

Legal Charge (the "Charge")

Amount secured by the mortgage or charge

Please see Appendix 1

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

The Trustees of the Lambert Howarth Retirement Benefit Scheme of 14A Hall Garth, Rampside, Barrow in Furness (the "Trustees")

Postcode LA13 0QT

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

Pinsent Masons
100 Barbirolli Square
Manchester
M2 3SS

Re:DF/632485.07000/20961210

Time critical reference

For official Use (02/00)
Mortgage Section

Post room



A29
COMPANIES HOUSE

674
16/11/2006

See Appendix 2

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

Pauline Mawans

Date

15/11/06

On behalf of ~~XXXXXXXXXXXX~~ (chargee) †

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

Notes

† 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, 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

Lambert Howarth Limited

Company No. 00486101

Legal Charge

Form 395

Appendix 1

Amount secured by the mortgage or charge

1. All present and future obligations and liabilities whether at the date of the Charge or thereafter (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Chargor to the Trustees (including all monies covenanted to be paid under the Charge) (the "**Secured Obligations**"), provided that no obligation or liability shall be included in the definition of "**Secured Obligations**" to the extent that, if it were so included, the Charge (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985;
2. Any amount which is not paid under the Charge as and when due shall bear interest (both before and after judgment and payable on demand) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis at the Default Rate from time to time.
3. Interest will accrue at the Default Rate from day to day and will be compounded at such intervals as the Trustees state are appropriate.

Appendix 2

1. Short particulars of all the property mortgaged or charged

- 1.1 The Chargor, with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 and as a continuing security for payment of the Secured Obligations, charged and agreed to charge in favour of the Trustees by way of first legal mortgage all its present and future right, title and interest in and to the Property.
- 1.2 The Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Charge shall remain in full force and effect as a continuing security for the duration of the Security Period.

2. Negative Pledge

The Chargor shall not, during the Security Period, do nor agree to do any of the following without the prior written consent of the Trustees, 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 the Intercreditor Agreement; or
- 2.2 sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transaction and whether related or not), the whole or any part of its interest in any Security Asset except where it is permitted by the Intercreditor Agreement.

3. Further Assurances

- 3.1 The Chargor shall, at its own expense, promptly take whatever action the Trustee or a Receiver may, acting reasonably, require for:
- 3.2 creating, perfecting or protecting the Security Interests intended to be created by the Debenture; and
- 3.3 facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by the Trustees or any Receiver or any of its or their delegates or sub-delegates in respect of any Security Asset,

including the execution of any transfer, conveyance, assignment or assurance of any property (whether to the Trustees or to its nominees), the giving of any notice, order or direction and the making of any registration, which in any such case, the Trustees may think expedient.

4. Land Registry

- 4.1 The Chargor shall apply to the Chief Land Registrar (and consents to such an application being made by or on behalf of the Trustees) for a restriction in the following terms to be entered on the Register of Title relating to any property registered at the Land Registry (or any unregistered land subject to first registration) and against which the Charge may be noted:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 9 November 2006 in favour of the Trustees of the Lambert Howarth Retirement Benefit Scheme referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its secretary or conveyancer."

4.2 The Chargor:

- 4.2.1 authorises the Trustees to make any application which the Trustees deem appropriate for the designation of the Charge as an exempt information document under rule 136 of the Land Registration Rules 2003;
- 4.2.2 shall use its best endeavours to assist with any such application made by or on behalf of the Trustees; and
- 4.2.3 shall notify the Trustees in writing as soon as it receives notice of any person's application under rule 137 of the Land Registration Rules 2003 for the disclosure of the Charge, following its designation as an exempt information document.

4.3 The Chargor shall not make any application under rule 138 of the Land Registration Rules 2003 for the removal of the designation of any such document as an exempt information document.

General provisions regarding LRA filings

- 4.4 The Chargor shall promptly make all applications to and filings with the Land Registry which are necessary or desirable under the Land Registration Rules to protect the Security.
- 4.5 The Chargor shall not, without the prior written consent of the Trustees, permit any person to be or become registered under the Land Registration Act 2002 as the proprietor of a Security Asset who is not so registered under the Land Registration Act 2002 at the date of the Charge.

In this Form M395, the following terms have the following meanings:

"Default Rate" means 1 per cent above the published base rate from time to time of Barclays Bank PLC;

"Intercreditor Agreement" means the intercreditor agreement between Barclays Bank PLC (1), ABN AMRO Bank N.V. (2), The Trustees (3) Lambert Howarth Group PLC (4) and the companies listed in Schedule 1 to that document (5) dated 18 October 2006;

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

"Property" means the property specified in appendix 3 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;

"Receiver" means any receiver, receiver and manager or administrative receiver appointed by the Trustees under the Charge;

"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 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 Charge and ending on the date on which all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full.

"Security" means the Security Interests created by or pursuant to the Charge.

Appendix 3

The Property

Address	County/District/London Borough	Title number
1 and 26 Manchester Square, St Marylebone London	City of Westminster	NGL511111
1 Manchester Square, St Marylebone, London (lightwells, roofs and airspaces)	City of Westminster	NGL653436

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 9th NOVEMBER 2006 AND CREATED BY LAMBERT HOWARTH LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE TRUSTEES OF THE LAMBETH HOWARTH RETIREMENT BENEFIT SCHEME 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 16th NOVEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st NOVEMBER 2006.

PDW



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES