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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

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

[2][1][1]

00486101

Name of company

\* LAMBERT HOWARTH LIMITED ("the Company")

Date of creation of the charge

30 NOVEMBER 2006

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

A Charge Over Bank Account ("the Charge") dated 30 November 2006 made between (1) the Company and  
(2) ABN AMRO BANK N.V. ("the Lender")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or  
severally or alone or in any other capacity whatsoever) of the Company to the Lender under or pursuant to any  
Finance Document (including all monies covenanted to be paid under the Charge), provided that no obligation  
or liability shall be included in the amount secured by the Charge 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 ("Secured Obligations");

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

ABN AMRO BANK N.V. of 250 Bishopsgate, London

Postcode EC2M 4AA

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

DLA Piper UK LLP  
3 Noble Street  
London  
EC2V 7EE

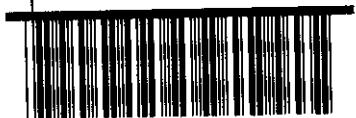
DRKA/WAW/43472.120078/11983107

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room



LD3  
COMPANIES HOUSE

\*LGD0UKZL\*

487  
01/12/2006

PLEASE SEE SCHEDULES 1, 2 AND 3 WHICH ARE ATTACHED.

Please do not  
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**Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering**

Particulars as to commission allowance or discount (note 3)

NIL

Signed DIA P. PER UK LLP

Date 1 DECEMBER 2005

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [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

**SCHEDULE TO FORM 395**

**LAMBERT HOWARTH LIMITED**

**COMPANY NUMBER 00486101**

**SCHEDULE 1**

**DEFINITIONS**

**"Account Balance"** means all monies at any time standing to the credit of the Security Account and:

- (i) all interest at any time accrued or accruing on such monies;
- (ii) all investments at any time made out of such monies or account; and
- (iii) all rights to repayment of any of the same;

**"Existing Documentary Letters of Credit"** means those documentary letters of credit and guarantee as identified in schedule 3.

**"Finance Documents"** means the Charge, the Existing Documentary Letters of Credit, and any other document designated a Finance Document after the date of the Charge;

**"Security"** means the Security Interests created by or pursuant to the Charge;

**"Security Account"** means the account held with ABN AMRO Bank N.V. at 250 Bishopsgate London EC2M 4AA with sort code 40-50-30 and account number 02062194 denominated in US Dollars, together with:

- (i) all additions to or renewals or replacements of such account (in whatever currency) and all investments made out of the same; and
- (ii) all rights, benefits and proceeds in respect of such account (including interest and rights to repayment of any monies standing to the credit of such account);

**"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:

- (i) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and
- (ii) the Lender has no further commitment, obligation or liability under or pursuant to the Finance Documents.

## **SCHEDULE 2**

### **SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED**

#### **FIXED CHARGE**

The Company charges and agrees to charge all its present and future right, title and interest in and to the Security Account and the Account Balance.

#### **CONTINUING SECURITY**

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.

#### **NON-ASSIGNABILITY**

No monies at any time standing to the credit of any account (of any type and however designated) with the Lender of the Company or in which the Company has an interest and no rights and benefits relating thereto are capable of being assigned to any third party or being the subject of any Security Interest except with the prior written consent of the Lender.

#### **RESTRICTIONS ON DEALING**

The Company shall not do or agree to do any of the following without the prior written consent of the Lender:

create or permit to subsist any Security Interest on the Security Account or the Account Balance other than as created by the Charge; or

sell, transfer, 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 the Security Account or the Account Balance.

### **SCHEDULE 3**

**Please see overleaf**

**CUSTOMER STATEMENT L/C LIST**

ABN AMRO BANK N.V.

Date & Time Printed: 21 Nov 2006 10:59 GMT

Date Last Updated: 20 Nov 2006 09:56 GMT

Total Rows: 10

ROC: ALL

Report Date: 21 Nov 2006

Customer Group: ALL

Acronym: lambglob

Product : ALL

ProductSub: ALL

Branch: ALL

Origination Country: ALL

EXTENDED REF. NO.	SEQ.	CUSTOMER NAME	ADDRESS1	ADDRESS2	ADDRESS3
NLNL1GB06M016474	000	LAMBERT HOWARTH GLOBAL	MANCHESTER SQUARE 26	LONDON UK	
NLNL1GB06M023678	000	LAMBERT HOWARTH GLOBAL	MANCHESTER SQUARE 26	LONDON UK	
NLNL1GB06M023719	000	LAMBERT HOWARTH GLOBAL	MANCHESTER SQUARE 26	LONDON UK	
NLNL1GB06M023794	000	LAMBERT HOWARTH GLOBAL	MANCHESTER SQUARE 26	LONDON UK	
NLNL1GB06M024886	000	LAMBERT HOWARTH GLOBAL	MANCHESTER SQUARE 26	LONDON UK	
NLNL1GB06M025343	000	LAMBERT HOWARTH GLOBAL	MANCHESTER SQUARE 26	LONDON UK	
NLNL1GB06M028230	000	LAMBERT HOWARTH GLOBAL	MANCHESTER SQUARE 26	LONDON UK	
NLNL1GB06M028436	000	LAMBERT HOWARTH GLOBAL	MANCHESTER SQUARE 26	LONDON UK	
NLNL1GB06M029239	000	LAMBERT HOWARTH GLOBAL	MANCHESTER SQUARE 26	LONDON UK	
NLNL1GB06M029683	000	LAMBERT HOWARTH GLOBAL	MANCHESTER SQUARE 26	LONDON UK	

ADDRESS4	ADDRESS5	BT CUSTOMER ID	CUSTOMER ACRONYM	ACCOUNT NO.	INPUT DATE	CUST. REF. NO.	RELEASE DATE
		13271210NL	LAMBGLOB	00452371430	11/21/06	NGAINSHINGSS06	09/19/05
		13271210NL	LAMBGLOB	00452371430	11/21/06	JOINTMARKAW06	04/12/06
		13271210NL	LAMBGLOB	00452371430	11/21/06	BSAW/06	04/12/06
		13271210NL	LAMBGLOB	00452371430	11/21/06	TANHOPAW06	04/13/06
		13271210NL	LAMBGLOB	00452371430	11/21/06	ZHENHUAAW06	05/17/06
		13271210NL	LAMBGLOB	00452371430	11/21/06	ANGIANGAW06	05/29/06
		13271210NL	LAMBGLOB	00452371430	11/21/06	HIEP TRI TRADING	09/05/06
		13271210NL	LAMBGLOB	00452371430	11/21/06	BRIGHTSEHEPEA T	09/11/06
		13271210NL	LAMBGLOB	00452371430	11/21/06	VOLTAXSS07	10/10/06
		13271210NL	LAMBGLOB	00452371430	11/21/06	ANLAC	10/23/06

EXP. DATE/ MATURED DATE	LOCAL CCY	BALANCE LOCAL	BALANCE	BENEFICIARY	BENEFICIARY COUNTRY	ACCOUNT PARTY	ACCOUNT PARTY COUNTRY
11/15/06	USD	77,298.47	98,671.50	NGAI SHING SHOES MANUFACTURING CO.	HK	LAMBERT HOWARTH GLOBAL	GB
11/15/06	USD	233,234.63	297,724.00	JOHNNY MARK TRADING LIMITED	HK	LAMBERT HOWARTH GLOBAL	GB
04/15/07	USD	269,729.70	344,309.96	B.S. VIETNAM FOOTWEAR CO. LTD	VN	LAMBERT HOWARTH GLOBAL	GB
12/15/06	USD	34,170.00	43,618.00	TAN HOP FOOTWEAR	VN	LAMBERT HOWARTH GLOBAL	GB
01/15/07	USD	475,204.43	606,598.46	JIANGSU ZHENHUA SHOES AND CAPSCO.	CN	LAMBERT HOWARTH GLOBAL	GB
12/03/06	USD	61,849.12	78,850.40	AN GIANG SHOES COMPANY	VN	LAMBERT HOWARTH GLOBAL	GB
01/15/07	USD	339,704.35	433,632.60	HIEP TRI TRADING-SERVICE PRODUCTION	VN	LAMBERT HOWARTH GLOBAL	GB
01/15/07	USD	474,314.45	605,462.40	HONOUR SERVICES LTD	TW	LAMBERT HOWARTH GLOBAL	GB
12/15/06	USD	738,609.17	942,834.60	VOLTAX INTERNATIONAL CO. LTD	TW	LAMBERT HOWARTH GLOBAL - A DIVISION	GB
11/28/06	USD	31,428.44	40,118.40	ANLAC FOOTWEAR JOINT- STOCK COMPANY	VN	LAMBERT HOWARTH GLOBAL - A DIVISION	GB



PRODUCT TYPE	ORIGINAL PRODUCT SUB TYPE	ORIGINATION COUNTRY	DEBITOR COUNTRY	ISSUING/ADVISING BANK	ISSUING/ADVISING BANK COUNTRY	PURPOSE CODE
Commercial LC	LC Import	GB	GB	ABN AMRO BANK N.V.	HK	
Commercial LC	LC Import	GB	GB	NANYANG COMMERCIAL BANK LTD.	HK	
Commercial LC	LC Import	GB	GB	BANGKOK BANK PCL	VN	
Commercial LC	LC Import	GB	GB	BANK FOR FOREIGN TRADE OF VIETNAM	VN	
Commercial LC	LC Import	GB	GB	BANK OF CHINA	CN	
Commercial LC	LC Import	GB	GB	BANK FOR FOREIGN TRADE OF VIETNAM	VN	
Commercial LC	LC Import	GB	GB	VIETNAM BANK FOR AGRICULTURE AND	VN	
Commercial LC	LC Import	GB	GB	CHINATRUST COMMERCIAL BANK	TW	
Commercial LC	LC Import	GB	GB	INTERNATIONAL COMMERCIAL BANK OF	TW	
Commercial LC	LC Import	GB	GB	INDOVINA BANK	VN	

[illegible]

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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. 00486101

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER BANK ACCOUNT DATED THE 30th NOVEMBER 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 1st DECEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th DECEMBER 2006.

A handwritten signature in black ink, appearing to be 'R. S.', located below the main text.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —