



CHFP041

Please do not
write in
this margin

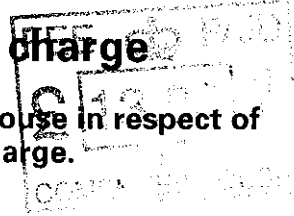
Please complete
legibly, preferably
in black type or
bold block
lettering

* 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.



395

1946027/13

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number

10

00499410

Name of company

* B Kettle & Co Limited

Date of creation of the charge

9th December 2005

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

Debenture

Amount secured by the mortgage or charge

All the Companys liability to Lancashire Mortgage Corporation Limited
("the Lender") of any kind and in currency (whether present or future
actual or contingent and whether incurred alone or jointly with another)
including the Lenders charges, commission, interest, costs and expenses.

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

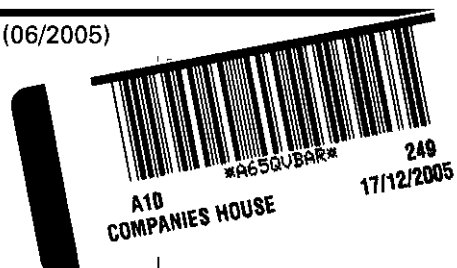
Lancashire Mortgage Corporation Limited
Bracken House
Charles Street
Manchester

Postcode M1 7BD

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

Field Cunningham & Co
St. Johns Court
70 Quay Street
Manchester M3 3EU
DX 728855 Manchester 4

For official use (06/2005)
Mortgage Section



Time critical reference
CS/14030/305

Short particulars of all the property mortgaged or charged

1. By way of legal mortgage the freehold land and buildings on the east side of Newport Lane and land and buildings on the south side of Navigation Road, Burslem, Stoke on Trent which is more particularly registered at the Land Registry under Title No. SF182494 and freehold land and buildings at Newcastle Street, Burslem, Stoke on Trent which is currently registered at the Land Registry under Title No. SF83983
2. By way of fixed charge:-
 - 2.1 all estates or interests in any freehold and leasehold property and its proceeds of sale now and in the future vested in or charged to the Company except the property charged by Paragraph 1
 - 2.2 all Rental Income present or future and whether payable now or in the future and all rights and claims of the Company against all lessees, sub-lessees, licensees or occupiers of the Property and all guarantors and sureties for the obligations of any such person or other third parties in relation to the Property now or in the future existing and capable of being satisfied by the payment of money provided that nothing shall constitute the Lender as a mortgagee in possession
 - 2.3 all the plant and machinery and fixtures and fittings of the Company present and future
 - 2.4 all furniture furnishings equipment tools and other chattels of the Company present and future not regularly disposed of in the ordinary course of business
 - 2.5 all the goodwill and uncalled capital of the Company present and future

Please do not write in this margin

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

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Date 14th December 2005

On behalf of ~~company~~ [mortgagee/chargee]

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 are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:- Companies House, Crown Way, Cardiff CF4 3UZ.

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

Please do not
write in this
margin

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

2.6 all stocks shares and other securities (and all associated rights and benefits) of the Company present and future

2.7 all intellectual property rights choses in action and claims of the Company present and future and the proceeds of any insurance from time to time affecting the Property

2.8 the benefit of any interest rate swap or other agreement with the Lender or any third party for protecting or hedging the Companys liability to pay interest to the Lender at any time

2.9 all book debts and other debts (and all associated rights and benefits) of the Company present and future and the proceeds of payment or realisation of each of them until the receipt of the proceeds from time to time into an account in accordance with Note 1(c) below

2.10 all funds standing to the credit of the Company from time to time on any account with the Bank or any other lender or financial institution or organisation including all receipts from time to time paid into an account in accordance with Note 1(c) below

2.11 the benefit of all contracts appointments warranties and other documents to which the Company is a party relating to any development of any freehold or leasehold property and all rights and claims under or associated with the same

3. By way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under this Deed

Note 1 The Debenture contains covenants by the Company with the Lender:-

a. Not without the previous written consent of the Lender to create or permit to arise any mortgage charge lien or other security interest on any of the Companys property nor to sell or otherwise dispose of any of the Companys property except that the property subject to the floating charge may be disposed of in the ordinary course of business

b. Not without the previous written consent of the Lender to grant or accept a surrender of any lease or licence of or part with or share possession or occupation of the Companys freehold and leasehold property or any part of it nor to consent to any assignment or sub-lease by any lessee or sub-lessee of the Companys freehold and leasehold property

c. To pay into the Companys account with the Lender (or such other account as the Lender may specify from time to time) all money which the Company may receive in respect of the Companys book debts or by way of rent licence fees or other income from any freehold or leasehold property and not to deal with the Companys book debts and other debts otherwise than by collecting them in the ordinary course of the Companys business and in particular not to realise the Companys book debts and other debts by means of block discounting, factoring or the like and until payment to hold the same on trust for the Lender.

Note 2. The Debenture gives the Lender power of appointment an Administrative Receiver.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00499410

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 9th DECEMBER 2005 AND CREATED BY B KETTLE & CO LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LANCASHIRE MORTGAGE CORPORATION LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 17th DECEMBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th DECEMBER 2005.

DX. a



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —