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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)

For official use

Company number

14

3097495

Name of company

* TRUTEX LIMITED (the "Company")

Date of creation of the charge

20 October 2005

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

General Pledge (the "Pledge")

Amount secured by the mortgage or charge

See Schedule 1

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

HSBC Bank plc (the "Bank"), Sheffield SPC Ground Floor, 79 Hoyle Street,
Sheffield

Postcode S3 7EW

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

Pinsent Masons
The Chancery, 58 Spring
Gardens,
Manchester M2 1EW
20441791
55165/07178

Time critical reference

For official Use (02/00)
Mortgage Section

Post room



A18
COMPANIES HOUSE

AYY289UK

542
27/10/2005

Short particulars of all the property mortgaged or charged

See Schedule 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)

None

Signed

Pincent Parsons

Date

26 October 2005

On behalf of ~~XXXXXX~~ ~~XXXXXX~~ [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 1

All monies and liabilities due owing or incurred to the Bank by the Company at the date of the Pledge or at any time thereafter in any currency or currencies and whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety or in any way whatsoever including without limitation (as well after as before any demand made or judgment obtained) interest, discount, fees, commission, banking charges and other lawful charges and expenses (on a full indemnity basis) computed and compounded from time to time in accordance with the terms agreed between the Company and the Bank relating thereto (if any) and in the absence of any such agreed terms computed and compounded from time to time according to the current practice of the Bank (but so that interest shall be computed at the rate of three per cent per annum over the Bank's base rate from time to time ruling); and the words "Company's Liabilities" shall not include any monies and liabilities arising under a regulated Consumer Credit Act Agreement falling within Part V of the Consumer Credit Act 1974, unless specifically agreed between the Company and the Bank ("**Company's Liabilities**").

Schedule 2

1. The Company has:
 - 1.1 pledged, with full title guarantee, to the Bank, by way of a continuing security, the Documents and the Goods for the discharge and payment of the Company's Liabilities which liabilities the Company covenants to discharge on demand; and
 - 1.2 assigned, with full title guarantee, to the Bank all rights and claims to which the Company is at the date of the Pledge or thereafter may become entitled in relation to the proceeds of any policy of insurance at the date of the Pledge or thereafter issued with respect to the Goods, except to the extent that such assignment would constitute a charge registerable under Section 395 of the Companies Act 1985, subject to reassignment on redemption (the "Assignment").
2. The Pledge and Assignment and the Bank's rights under such Pledge and Assignment are in addition to any other security interest at the date of the Pledge or thereafter held by the Bank from the Company or any other person for the Company's Liabilities and shall not merge with or prejudice or be prejudiced by any such security or any other contractual or legal rights of the Bank.
3. The Company has assigned to the Bank any rights which the Company may have at the date of the Pledge or thereafter as the unpaid seller of Goods except to the extent that such assignment would constitute a charge registerable under Section 395 of the Companies Act 1985.

Negative Pledge

The Company undertakes that it will not attempt to encumber, transfer, sell or dispose or otherwise deal with the Documents and the Goods except as directed by or with the prior written consent of the Bank.

Definitions

"**Documentary Credit**" means a documentary credit issued or confirmed by the Bank at the request of or for the account of the Company and any commitment by the Bank to issue or confirm such credit and also includes any such credit or commitment as extended or amended.

"**Documents**" means all drafts, bills of exchange, other negotiable instruments of any description, bills of lading and other documents of title, combined and other transportation documents, dock warrants, delivery orders, warehouse warrants and receipts and other storage documents, insurance policies and certificates and other instruments and other documents representing or relating to goods and/or produce (whether or not constituting or evidencing title to them) which goods and/or documents are in the actual or constructive possession or control of, or held by, to the order of, under an attornment in the Bank's favour or otherwise on behalf of the Bank, its agents or its nominees from time to time whether by deposit with and/or endorsement to and/or transfer to the Bank, its agents or its nominees and/or otherwise and whether for custody, collection, security, presentation under a Documentary Credit or any other reason and whether or not in the ordinary course of banking business and whether in England or elsewhere.

"**Goods**" means the goods and/or produce to which Documents relate.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03097495

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A GENERAL PLEDGE DATED THE 20th OCTOBER 2005 AND CREATED BY TRUTEX LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO HSBC BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 27th OCTOBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31st OCTOBER 2005.

P. O.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES