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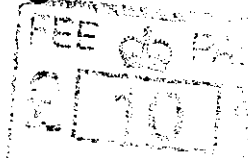
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*insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985



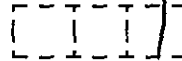
395

AC 710
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To the Registrar of Companies

For official use

Company number



4036027

Name of company

* GILBRAN (HALESOWEN) LIMITED (the Company)

Date of creation of the charge

10 April 2001

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

Debenture (the Debenture) dated 10 April 2001 granted by the Company in favour of the Bank (as defined below)

Amount secured by the mortgage or charge

(i) All present and/or future indebtedness of the Company to the Bank on any current and/or other account with interest and bank charges;

(ii) all other liabilities whatsoever of the Company to the Bank, present, future, actual and/or contingent; and

(iii) all costs, charges and expenses howsoever incurred by the Bank in relation to the Debenture and such indebtedness and/or liabilities on a full indemnity basis

and shall include interest on the foregoing day by day from demand until full discharge (as well after as before any judgement) at the rate provided for in any agreement between the Bank and the Company or in the absence of any such agreement at the rate of two per centum per annum above the Bank Base Rate from time to time (the Secured Obligations).

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

ANSBACHER & CO. LIMITED of One Mitre Square, London (the Bank)

Postcode

EC3A 5AN

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

Denton Wilde Sapte
One Fleet Place
London
EC4M 7WS

DX: 145 Exchange
BTG/EAM/58020.00360/

Time critical reference

5183311.01

For official use
Mortgage Section



LD6
COMPANIES HOUSE

0393
18/04/01

The Company with full title guarantee charged as continuing security for the payment of the Secured Obligations in favour of the Bank:

- (a) by way of legal mortgage the Legally Mortgaged Property;
- (b) by way of fixed charge all estates or interests in any freehold, leasehold and other immovable property now or at any time during the continuance of this security belonging to the Company (other than the Legally Mortgaged Property) all buildings and trade and other fixtures from time to time on any such property, belonging to or charged to the Company and the proceeds of the sale thereof;
- (c) by way of fixed charge all Debts;
- (d) by way of fixed charge, (but subject to the provisions of Clause 6.2 of the Debenture) all Credit Balances;

Continued on Doc No. 5183345.01

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Particulars as to commission allowance or discount (note 3)

Nil

Signed

Newton Wilde Sgpte

Date

17 April 2001

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

† 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.

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 1

Company Number

4036027

Name of company

Gilbran (Halesowen) Limited

Description of the instrument creating or evidencing the mortgage or charge (continued)

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 2

Company Number

4036027

Name of company

Gilbran (Halesowen) Limited

Amount due or owing on the mortgage or charge (continued)

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 3

Company Number

4036027

Name of company

Gilbran (Halesowen) Limited

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Company Number

4036027

Name of company

Gilbran (Halesowen) Limited

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

(e) by way of fixed charge all stocks, shares, debentures, bonds, notes, loan capital of any body corporate and all rights to subscribe for, redeem, convert other securities into or otherwise acquire any of the same which may now or after the date of the Debenture belong to the Company, together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;

(f) by way of fixed charge the Goodwill and the Company's uncalled capital, now or at any time after the date of the Debenture in existence;

(g) by way of fixed charge all copyrights, patents, patent applications, licences, trade marks, tradenames, know-how and inventions or other rights of every kind deriving therefrom now or at any time after the date of the Debenture belonging to the Company and all fees, royalties and other rights of every kind deriving from such copyrights, patents, trade marks, tradenames, know-how and inventions;

(h) by way of floating charge the Floating Charge Property.

NOTE:

The Company covenanted that without the prior written consent of the Bank it shall not nor shall it agree or purport to:

(a) create or permit to subsist any Encumbrance whether in any such case ranking in priority to or pari passu with or after the security created by the Debenture; or

(b) sell, discount, factor, transfer, lease, lend or otherwise dispose of whether by means of one or a number of transactions related or not and whether at one time or over a period of time the whole or any part of its undertaking or assets other than Floating Charge Property in the ordinary course of trading by the Company and on arm's length terms.

DEFINITIONS:

"Credit Balances" means all balances standing to the credit of any current deposit or other account of the Company with the Bank (including without limitation any account designated a realisations account for the proceeds of disposals of any of the assets of the Company) or with other bankers, financial institutions or persons.

"Debts" means all book debts and other debts now and from time to time due or owing to the Company and (subject to Clause 6.2 of the Debenture) all monies the Company receives in respect thereof.

Company Number

4036027

Name of company

Gilbran (Halesowen) Limited

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

"Encumbrance" means any mortgage, charge, assignment, for the purpose of security, pledge, lien, rights of set-off arrangements for retention of title or hypothecation or trust arrangement for the purpose of or which has the effect of granting security or other security interest of any kind whatsoever or any agreement whether expressed to be conditional or otherwise to create any of the same but excluding all security interests under the Debenture.

"Facility Agreement" means a loan facility agreement, dated 10 April 2001 made between the Company and the Bank.

"Floating Charge Property" means the whole of the Company's undertaking and all its property assets and rights whatsoever present and future other than any property or assets from time to time or for the time being effectively mortgaged, assigned or charged to the Bank by way of fixed charge under the Debenture.

"Goodwill" means the goodwill of the Company and of any business undertaken on any land or buildings owned by the Company from time to time.

"Legally Mortgaged Property" means all the freehold land and buildings being 124 Dudley Road, Halesowen registered at HM Land Registry with title numbers WM611611 and WM19921.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04036027

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 10th APRIL 2001 AND CREATED BY GILBRAN (HALESOWEN) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANSBACHER & CO. LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 18th APRIL 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th APRIL 2001.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES