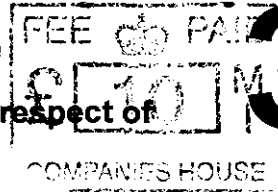


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COMPANIES FORM No. 395
Particulars of a mortgage or charge



395

A fee of £10 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

12

1439213

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

Name of company

* HHT LIMITED (the "Company")

* insert full name of company

Date of creation of the charge

10 April 2002

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

S

Debenture (the "Debenture") between (1) the Company and (2) the Lender (as defined below)

Amount secured by mortgage or charge

7

Any of the present or future, actual or contingent obligations or liabilities of the Company owed or expressed to be owed to the Lender under or in connection with a guarantee and indemnity (the "Guarantee") dated 5 April 2002 made by the Company in favour of the Lender whether owed alone, jointly or severally as principal surety or in any other capacity together with Interest, charges and other expenses. Under the Guarantee the Company has guaranteed to pay and indemnify the Lender the Secured Liabilities (as defined below);

"Interest" means interest at the rate set out in the Loan Agreement (as defined below);

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

SAK Callander Finance Limited (company number 4251080) whose registered office is at 179 Great Portland Street, London (the "Lender")
Postcode W1W 5LS

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

Finers Stephens Innocent
179 Great Portland Street
London ~~W1W 5LS~~ WIN 6LS
Ref: SJW

Time critical reference

For official Use
Mortgage Section

Post room



A31 *A2442A4X* 0470
COMPANIES HOUSE 20/04/02

Short particulars of all the property mortgaged or charged

1.1 As continuing security for the payment of the Secured Liabilities, the Company with full title guarantee charged:

1.1.1 by way of legal mortgage the Property (as set out in Schedule 1 below) together with all buildings, trade and other fixtures, fixed plant and machinery of the Company from time to time thereon;

1.1.2 by way of fixed charge:

1.1.2.1 all other freehold leasehold and other immovable property now or in the future belonging to the Company together with all buildings, trade and other fixtures, fixed plant and machinery of the Company from time to time thereon;

1.1.2.2 all plant and machinery now or in the future belonging to the Company other than fixed plant and machinery;

1.1.2.3 all book debts and other debts now or in the future due or owing to the Company;

1.1.2.4 all stocks shares and other securities now or in the future belonging to the Company together with all dividends and other rights deriving therefrom;

See continuation sheet

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

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Signed

Tina Stephens Innot

Date

18.7.02

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

[†] 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 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 CF14 3UZ, DX: 33050 Cardiff

1.1.2.5 the goodwill of the Company and its uncalled capital for the time being;

1.1.2.6 all patents trade marks service marks designs and other intellectual property rights choses in action and claims and all fees, royalties and other rights of every kind deriving therefrom now or in the future belonging to the Company;

1.1.3 by way of floating charge the whole of the Company's undertaking and all its property and assets whatsoever and wheresoever present and future other than the property and assets from time to time effectively charged to the Lender by way of legal mortgage or fixed charge by this Debenture.

NOTE: The Company covenanted that without the prior written consent of the Lender it shall not:

1.2 create or permit to subsist any mortgage charge pledge hypothecation lien (other than a lien arising by operation of law) or other security interest on any of its assets other than this Debenture and the security listed in Schedule 2;

1.3 sell transfer lease lend or otherwise dispose of the whole or any part of its undertaking or (save in the normal course of trading at not less than market value) of its assets or enter into any agreement or grant any option for any such sale transfer lease loan or other disposal;

1.4 part with possession of any freehold or leasehold property grant or agree to grant any option or any licence tenancy or other right of occupation to any person or exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by Sections 99 and 100 of the Law of Property Act 1925 provided that such restrictions shall not be construed as a limitation on the powers of any receiver appointed under this Debenture and being an agent of the Company and the Lender may grant or accept surrenders of leases without restriction at any time after the Lender shall have demanded the payment or discharge of any of the monies obligations and liabilities hereby secured;

1.5 pull down or remove or redevelop or make any material alteration to the whole or any part of any buildings or sever unfix or remove any fixtures or remove any plant or machinery belonging to or in use by the Company except for the purpose of effecting repairs or replacing the same.

Schedule 1

1. The freehold property known as land lying to the north east side of Heath Road, Darlaston and registered at HMLR with Title Number WM38243; and

2. The freehold property known as land and buildings on the south side of Heath Road, Darlaston, registered at HMLR with Title Numbers WM290537 and WM376665.

Schedule 2

1. A Chattels Mortgage dated 21st August 2000 in favour of Barclays Mercantile Business Finance Limited.

2. A debenture dated on or about the date hereof in favour of Davenham Trust Plc.

3. A legal charge dated on or about the date hereof in favour of Davenham Trust Plc.

4. A fixed charge on all debts and related rights and floating charge on all other property, dated on or about the date hereof, in favour of First National Invoice Finance Limited.

5. A confidential invoice discounting agreement dated on or about the date hereof, in favour of First National Invoice Finance Limited.

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

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black type or bold
block lettering

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COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)
Particulars of a mortgage or charge
(continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

Company number

1439213

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

Name of company

HHT LIMITED (the "Company")
Limited *

* delete if
inappropriate

Description of the instrument relating or evidencing the mortgage or charge (continued) (note 2)

[Empty box for description of the instrument]

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

"Secured Liabilities" means any of the present or future, actual or contingent obligations or liabilities of Croftacre Holdings Limited (the "Borrower") owed or expressed to be owed to the Lender under or in connection with a loan agreement dated 10 April 2002 (the "Loan Agreement") made between the Lender and the Borrower whether owed alone, jointly or severally as principal surety or in any other capacity together with Interest, charges and other expenses.

Please do not write in this binding margin

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

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY No. 01439213

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 10th APRIL 2002 AND CREATED BY HHT LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO SAK CALLANDER FINANCE LIMITED 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 20th APRIL 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th APRIL 2002.

A handwritten signature in black ink, appearing to be 'R. S.', located on the left side of the page.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES