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COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge

403a

CHWP000

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf)

For official use

Company number

7

00050470

Name of company

* insert full name
of company

* CAMPBELL SMITH & COMPANY LIMITED

I, ROBERT CHARLES COUSINS

of ISLAND HOUSE, BASINGSTOKE ROAD, SWALLOWFIELD, BERKSHIRE, RG7 1PT

† delete as
appropriate

[a director][~~the secretary~~][~~the administrator~~][~~the administrative receiver~~]† of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in [full][part]†

insert a description
of the instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc

Date and description of charge # DEBENTURE dated 11/04/2001

Date of registration ø 22/04/2001

Name and address of [chargee][~~trustee for the debenture holders~~]† THE CO-OPERATIVE BANK PLC,
SECURITIES CENTRE, 53-57 BLANDFORD SQUARE, P.O. BOX 1AN, NEWCASTLE, NE99 1AN

ø the date of
registration may be
confirmed from the
certificate

Short particulars of property charged § SEE ADDENDUM

§ insert brief details
of property

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.

Declared at BAES NVA 68 11NCS
ROAD FLEA HANDBALL
451 BAE

Declarant to sign below

Day Month Year

on 24032009

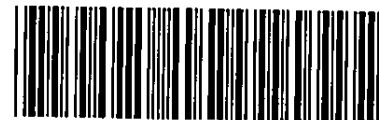
before me WONNE J ACCATO

A Commissioner for Oaths or Notary Public or Justice of
the Peace or a Solicitor having the powers conferred on a
Commissioner for Oaths.

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

For official Use (9)
Mortgage Section

THURSDAY



AD3JZ8HX
A63 26/03/2009 319
COMPANIES HOUSE

ADDENDUM

Short particulars of all the property mortgaged or charged

1 Legal Mortgage over the freehold and leasehold property of the Company owned at the date of this Debenture and the proceeds of sale thereof together with all buildings, structures and fixtures from time to time thereon

Please do not write in this binding margin

2 A Fixed Charge over:-

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

(a) All freehold, leasehold and other immovable property belonging to or charge to the Company and the proceeds of sale thereof together with all buildings structures and fixtures from time to time thereon

(b) All rights present and future under covenants of title given in relation to the property referred to above ("the Property") and the benefit of all its rights against any lessee sub lessee licensee or other occupier (and their guarantors and sureties) of the Property

(see continuation sheet 1)

Particulars as to commission allowance or discount (Note 3)

Nil

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

Signed

Nash Vanholker

Date

11th April 2001

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", "Debentures", "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

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(c) All rights present and future under any contract for sale letting or other disposal of the Property and any option to renew any Lease or purchase any reversion (whether freehold or not) in relation to the Property and all rights present and future against persons in connection with any works carried out and/or services and/or goods supplied in the design, constructing, fitting out, repair or replacement of the Property

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

(d) All licences consents and authorisations (both public and private) present and future

(e) All plant machinery vehicles computers and other equipment (unless it forms part of its stock in trade or work in progress) and all rights present and future against any person in respect of their design manufacture purchase installation repair and/or replacement

(f) The Company's goodwill and uncalled capital

(g) All stocks shares and other securities (including debt securities) and interest in any unincorporated business or entity at any time owned by the Company together with all rights and benefits and property in relation thereto

(h) All interest in and rights under policies of insurance and assurance belonging to the Company

(i) All patents trade and service marks brand and trade names copyrights design rights registered designs trade secrets know how inventions confidential information and other intellectual property rights including the benefit of any pending applications for any of them belonging to the Company including all the Company's rights under any agreements both present and future relating to the use or exploitation of such rights

(j) All books and other debts at any time owing to the Company and all other rights and claims against third parties (including deposits and credit balances held by the Bank and third parties) capable of being satisfied by the payment of money at any time belonging to the Company together with the benefit of all related rights and remedies (including equitable rights and rights under guarantees indemnities liens and other encumbrances)

3 A Floating Charge over all the Company's undertaking Property and assets whatever and wherever both present and future (including heritable and other property and assets in Scotland)

Pursuant to the Debenture the Company has agreed that it will not without the prior written consent of the Bank create or allow to subsist any mortgage charge assignment by way of security pledge lien (save where arising by operation of law in the usual course of business) hypothecation preferential rights (save as arising under the general law for the protection of certain classes of creditors) or trust or other arrangements made for the purpose of or having an economic or financial effect similar to that of security or other security interest of any kind over any of the assets charged by the Debenture nor attempt or agree to do so and the Company will not sell transfer assign factor discount or otherwise dispose of any of the assets charged by the Debenture without the prior written consent of the Bank (except of a disposal at market value in the usual course of trading of assets charged by way of Floating Charge only) or attempt to agree to do so