

M

CHWP000

COMPANIES FORM No. 403a

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

403a

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

8

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 # ALL ASSETS DEBENTURE dated 21/05/2002

Date of registration ø 29/05/2002

Name and address of [chargee][~~trustee for the debenture holders~~]† BIBBY FACTORS BRISTOL LTD,
REDWOOD HOUSE, BROTHERSWOOD COURT, GREAT PARK ROAD, BRISTOL BS32 4QW.

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 BASES NKH 6-8 KWSS Declarant to sign below

ROAD FLEET HAMPSHIRE SUS1 3AE

Day Month Year

on 24 03 2009

before me Yvonne J PRITCHARD

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 (02/06)
Mortgage Section

THURSDAY



AD3JY8HW

A63

26/03/2009

320

COMPANIES HOUSE

ADDENDUM

Short particulars of all the property mortgaged or charged

The Company with full title guarantee gives the following charges in favour of the Securityholder namely:

- (a) by way of legal mortgage all freehold and leasehold property of the Company at the date of this debenture including that specified in Schedule 3 together with all buildings, structures, fixtures and fittings (including trade and tenant's fixtures) now or hereafter thereon ("the Legally Mortgaged Property");
- (b) by way of fixed charge -
 - (i) all future freehold and leasehold property of the Company together with all buildings, structures, fixtures and fittings (including trade and tenant's fixtures) now or hereafter thereon ("the Equitably Charged Property");
 - (ii) all fixed plant and machinery now or hereafter in, on or attached to the Legally Mortgaged Property and/or the Equitably Charged Property and all parts, replacements, modifications and additions for or to the same and the benefit of all obligations and warranties given by any manufacturer or supplier of the same to or in favour of the Company and the benefit of all maintenance agreements relating thereto entered into between the Company and any third party;
 - (iii) all plant, machinery and equipment and all spare parts, replacements and modifications thereto specified in Schedule 3 and the benefit of all obligations and warranties given by any manufacturer or supplier of the same to or in favour of the Company and the benefit of all maintenance agreements relating thereto entered into between the Company and any third party;
 - (iv) all plant, machinery and equipment and all spare parts, replacements and modifications and additions thereto other than those specified in clauses 2.1(b)(ii) and (iii) now or hereafter owned by the Company and the benefit of all obligations and warranties given by any manufacturer or supplier of the same to or in favour of the Company and the benefit of all maintenance agreements relating thereto entered into between the Company and any third party (but excluding any plant, machinery or equipment forming part of the Company's stock in trade or work in progress);
 - (v) all Debts (as defined in the agreement details of which are set out in Schedule 4 ("the Financing Agreement") intended to but which do not for any reason vest absolutely and effectively in BFBL together with the Related Rights (as defined in the Financing Agreement) to such Debts (the "Non-Vesting Debts");
 - (vi) all present and future book and other debts of the Company, all moneys from time to time standing to the credit of any account of the Company and all other moneys whether arising under contracts or in any other manner due, owing or incurred to the Company and including any owing by BFBL to the Company other than debts absolutely and effectively vested in or held on trust for BFBL under the Financing Agreement and Non-Vesting Debts (the "Other Debts");
 - (vii) all the goodwill and uncalled capital of the Company;
 - (viii) all stocks, shares, bonds and securities of any kind present and future legally or beneficially owned by the Company and all dividends and other rights relating thereto;
 - (ix) all present and future patents, patent applications, trade marks and service marks (whether registered or not), design rights (whether registered or not), copyrights and all other intellectual property rights whatsoever and all rights relating thereto legally or beneficially owned by the Company;
- (c) by way of floating charge the undertaking and all property and assets of the Company present and future including any charged by way of specific charge under clauses 2.1(a) and (b) if and to the extent that such charges fall as specific charges ("the Floating Charge Property"); each of which shall hereafter be collectively referred to as the "Charged Property".

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 R. Smith Date 28.05.02

On behalf of (company) (mortgagee/chargee)

† delete as appropriate

Notes

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.

A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.

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.

If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

Cheques and Postal Orders are to be made payable to Companies House.

The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ