

# M

CHFP041

COMPANIES FORM No. 395

## Particulars of a mortgage or charge

# 395

**A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.**

043631/52

Please do not write in this margin

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

\* Insert full name of company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use Company number

3

03568597

Name of company

\* Sharptone Limited (the "Chargor")

Date of creation of the charge

12 December 2005

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

Debenture dated 12 December 2005 between the Chargor (1) and Landsbanki Commercial Finance (the "Chargee") (2) (the "Debenture")

Amount secured by the mortgage or charge

All moneys, obligations and liabilities, howsoever arising, now or at any time in the future due, owing or incurred by the Chargor to the Chargee on any account whatsoever (whether or not evidenced by any note or instrument and whether or not for the payment of money), direct or indirect, absolute or contingent, including without limitation all interest (as well after as before any demand made or judgment given), fees, charges, expenses, legal fees and accounting fees chargeable to and payable by the Chargor under or in relation to any such moneys, obligations and/or liabilities (the "Secured Obligations").

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

Landsbanki Commercial Finance, a division of Landsbanki Islands hf., of Beaufort House, 15 St. Botolph Street, London

Postcode EC3A 7QR

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

Speechly Bircham (Ref:AJK)  
6 St Andrew Street  
London  
EC4A 3LX  
DX 54 Chancery Lane

Time critical reference

For official use (06/2005)

Mortgage Section

Post room



A12  
COMPANIES HOUSE

214  
23/12/2005

Short particulars of all the property mortgaged or charged

Please see attached continuation sheets.

N.B. The Debenture contains covenants and restrictions which protect and further define the mortgages and charges therein contained. Please see the attached continuation sheets for further details.

Please do not write in this margin

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

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed *B. J. J. J.* Date 22 December 2005

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

Notes

† 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.
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 are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:- Companies House, Crown Way, Cardiff CF4 3UZ.

## Particulars of a mortgage or charge (continued)

Please do not  
write in this  
margin

Continuation sheet No 1  
to Forms Nos 395 and 410 (Scot)

Company number

03568597

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

Name of company

Sharptone

Limited\*

\*Delete if  
inappropriate

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

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

Please do not  
write in this  
margin

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

Please do not write Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)  
in this margin

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

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

Please do not  
write in this  
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Please complete  
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lettering.

DEFINITIONS:

In this Form 395, the following expressions have the following meanings:

Account: the account maintained by the Chargor with the Account Bank, with account numbers 05115949 05115930 and includes any replacement account or sub-division or sub-account of any such account and "Accounts" shall be construed accordingly;

Account Bank: Coutts and Co. or such other bank as may be agreed between the Chargee and the Chargor;

Assets: in relation to the Chargor, all its undertaking, property, assets, revenues and rights of every description (including, but not limited to, the Other Debts and Non-vesting Debts), or any part of them, present and future, and any interest therein;

Associate: a connected person (as defined in section 839 of the Income and Corporation Taxes Act 1988);

Debt Purchase Agreement: the debt purchase agreement made between the Chargee, The Charterhouse Group Limited as Parent and the Clients referred to therein (including the Chargor) on or about the date of the Debenture;

Debtor: any person, not being an Associate of the Chargor, incurring an obligation or liability to the Chargor for a Debt as a result of the Chargor having supplied goods or rendered services to that person or at their direction;

Debt: the amount owed to a Client by a Debtor for goods supplied or services rendered under a Supply Contract, including VAT and interest for late payment, and/or other late payment charges where applicable, together with its Related Rights

Derivative Rights: all dividends, interest or distributions and all other rights and benefits of an income nature accruing at any time in respect of any Investments;

Fixed Security Asset: an Asset for the time being comprised within an assignment created by clause 4.1 (Assignment) of the Debenture or by clause 4.2 (Fixed security) of the Debenture;

Floating Charge Asset: an Asset for the time being comprised within the floating charge created by clause 4.3 (Creation of Floating Charge) of the Debenture;

Insurance Policy: any contract or policy of insurance of the Chargor (including all cover notes) of whatever nature, which is from time to time taken out by or on behalf of the Chargor or (to the extent of its interest) in which the Chargor has an interest at any time;

[Continued on continuation sheet 2]

# Particulars of a mortgage or charge (continued)

Please do not  
write in this  
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Continuation sheet No 2  
to Forms Nos 395 and 410 (Scot)

Company number

03568597

Please complete  
legibly, preferably  
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bold block lettering

Name of company

Sharptone

Limited\*

\*Delete if  
inappropriate

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

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

Please do not  
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Please do not write Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)  
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Short particulars of all the property mortgaged or charged (continued)

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Intellectual Property: in relation to the Chargor, all its patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs and, in each case, any extensions and renewals of, and any applications for, such rights;

Intellectual Property Rights: in relation to the Chargor, all and any of its Intellectual Property and all other intellectual property rights, causes of action, interests and assets charged by it pursuant to paragraphs (c)(xi) to (xvi) inclusive of clause 4.2 (Fixed security) of the Debenture;

Investments: all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Part III of the Financial Services and Markets Act 2000 (Regulated Activities Order 2001, SI 2001/544 (as amended)), whether certificated or uncertificated and whether in registered or bearer form (whether or not marketable) now or in the future owned at law or in equity by the Chargor, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise;

Land: freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed thereto (including trade and tenant's fixtures);

Non-vesting Debts: all Debts that are intended to, but which do not for any reason, vest absolutely and effectively in the Chargee under the Debt Purchase Agreement together with the Related Rights to such Debts;

Other Debts: all present and future book and other debts of the Chargor, all moneys from time to time standing to the credit of any account of the Chargor and all moneys whether arising under contracts or in any other manner due, owing or incurred to the Chargor (and including owing to the Chargee) other than:

- (i) Debts absolutely and effectively vested in the Chargor under the Debt Purchase Agreement; and
- (ii) Non-vesting Debts;

Related Rights: in relation to a Debt, all rights ancillary to the Debt, including without limitation:

- (i) the benefit of every contract giving rise to the Debt;
- (ii) rights of retention of title, lien, recovery of possession and other remedies given by law to an unpaid vendor of goods;
- (iii) the benefit of all guarantees, indemnities, securities and policies of insurance held by or available to you in relation to the debts owed to you by a Debtor;
- (iv) all ledgers and records (including computerised records) evidencing the amount owed and the relevant contract; and
- (v) all the relevant Client's rights under contracts of supply between that Client and its suppliers in relation to goods supplied by the Client in fulfilment of its delivery obligations or notified to LCF by the Client under this Agreement.

[Continued on continuation sheet 3]

## Particulars of a mortgage or charge (continued)

Please do not  
write in this  
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Continuation sheet No 3  
to Forms Nos 395 and 410 (Scot)

Company number

03568597

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

Name of company

Sharptone

Limited\*

\*Delete if  
inappropriate

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

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

Please do not  
write in this  
margin

**Please complete  
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bold block  
lettering.**

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Please do not write in this margin Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

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

Please do not  
write in this  
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Relevant System: the meaning given to that term by the Uncertificated Securities Regulations 2001 and includes the CREST system and also any other system or facility (whether established in the United Kingdom or elsewhere) providing means for the deposit of, and clearance of transactions in, Investments;

Specified Intellectual Property: the Intellectual Property listed in Schedule 3 (Specified Intellectual Property) of the Debenture;

Specified Investments: all Investments that at any time:  
(a) represent a holding in a Subsidiary of the Chargor;  
(b) are held in the name of the Chargee or its nominee or to its order; or  
(c) that the Chargor has deposited certificates for with the Chargee or which, if uncertificated, are held in an escrow or other account in favour of the Chargee or its nominee.

[Continued on continuation sheet 4]

## Particulars of a mortgage or charge (continued)

Please do not  
write in this  
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Continuation sheet No 4  
to Forms Nos 395 and 410 (Scot)

Company number

03568597

Please complete  
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bold block lettering

Name of company

Sharptone

Limited\*

\*Delete if  
inappropriate

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

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

Please do not write in this margin

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

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Please do not write Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)  
in this margin

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

Please do not write in this margin

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

PARTICULARS OF PROPERTY MORTGAGED OR CHARGED

Under clause 4 of the Debenture:

A. the Chargor, with full title guarantee, as security for the payment or discharge of all Secured Obligations, assigns to the Chargee all of its rights, claims, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies.

B. the Chargor, with full title guarantee, as security for the payment or discharge of all Secured Obligations, charges to the Chargee the following:

(a) by way of legal mortgage, all Land in England and Wales now vested in it and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of this Debenture, including the Land (if any) described under its name in Appendix 1 to this Form 395 (Registered Land to be Mortgaged);

(b) by way of legal mortgage, all other Land in England and Wales now vested in it and not registered at the Land Registry;

(c) by way of first fixed charge:

(i) all other Land which is now, or in the future becomes, its property;

(ii) all interests and rights in or relating to Land or the proceeds of sale of Land now or in the future belonging to it;

(iii) all plant and machinery now or in the future attached to any Land which, or an interest in which, is charged by it under the above;

(iv) all income of any kind whatsoever and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;

(v) all Specified Investments which are now, or in the future become, its property;

(vi) all Derivative Rights now or in the future accruing in respect of its Specified Investments;

(vii) all Investments (other than Specified Investments) which are now, or in the future become, its property, and all Derivative Rights now or in the future accruing in respect of those Investments;

(viii) where Investments are held in a Relevant System, all its rights against the operator of the Relevant System or any participant in respect of such Investments;

(ix) all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Chargee, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in the Debenture;

[Continued on continuation sheet 5]

## Particulars of a mortgage or charge (continued)

Please do not  
write in this  
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Continuation sheet No 5  
to Forms Nos 395 and 410 (Scot)

Company number

03568597

Please complete  
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Name of company

Sharptone

Limited\*

\*Delete if  
inappropriate

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

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

Please do not  
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Please do not write Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)  
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Short particulars of all the property mortgaged or charged (continued)

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- (x) all its goodwill and uncalled capital for the time being;
- (xi) all Specified Intellectual Property belonging to it;
- (xii) all other Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xiii) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xiv) the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world;
- (xv) all its rights now or in the future in relation to trade secrets, confidential information and know-how in any part of the world enjoyed now or in the future;
- (xvi) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (c) (xi) to (xvi) inclusive as described in paragraph B above;
- (xvii) all Non-vesting Debts and all Other Debts;
- (xviii) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned as described in paragraph A above;
- (xix) any beneficial interest, claim or entitlement it has in any pension fund now or in the future;
- (xx) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of the Debenture;
- (xxi) all its interests, rights and receipts in respect of moneys at any time standing to the credit of the Account;
- (xxii) all moneys at any time standing to the credit of any of its other bank accounts; and
- (xxiii) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them.

C. The Chargor, with full title guarantee, charges to the Chargee as security for the payment or discharge of all Secured Obligations, by way of floating charge:

- (a) all its Assets (now or in the future owned), except to the extent that such Assets are for the time being effectively assigned by way of security as described in paragraph A above or effectively mortgaged or charged as described in paragraph B above, including any Assets comprised within a charge which is reconverted under clause 5.4 (Reconversion) of the Debenture; and

[Continued on continuation sheet 6]

# Particulars of a mortgage or charge (continued)

Please do not  
write in this  
margin

Continuation sheet No 6  
to Forms Nos 395 and 410 (Scot)

Company number

03568597

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

Name of company

Sharptone

Limited\*

\*Delete if  
inappropriate

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

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

Please do not  
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margin

**Please complete  
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Please do not write Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)  
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Short particulars of all the property mortgaged or charged (continued)

Please do not  
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Please complete  
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(b) without exception, all its Assets in so far as they are for the time being situated in Scotland,

but in each case so that the Chargor shall not create any mortgage or any fixed or floating charge or other security over any such Asset (whether having priority over, or ranking pari passu with or subject to, this floating charge) or take any other step referred to in clause 8 (Negative pledge and other restrictions) of the Debenture, as described below, with respect to any such Asset, and the Chargor shall not, without the consent of the Chargee, sell, transfer, part with or dispose of any such Asset except by way of sale in the ordinary course of its business.

COVENANTS AND RESTRICTIONS:

A. NEGATIVE PLEDGE AND DISPOSALS

Under clause 8 of the Debenture, the Chargor covenants that save as expressly permitted under the Debenture, it shall not:

(a) create or permit to subsist any Security Interest or any trust over any of its Assets, except for Permitted Security Interests; or

(b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so.

For the purposes of this Form 395, a "Security Interest" is defined as any mortgage, pledge, lien, charge (whether fixed or floating), assignment by way of security, hypothecation, standard security, assignment or assignation by way of security or any other security agreement, retention of title, encumbrance of any kind or any other arrangement (whether relating to existing or future assets) having substantially the same economic effect as any of the foregoing (including without limitation the deposit of monies or property with a person with the primary intention of affording such person a right of set-off or lien).

B. NON-VESTING BOOK DEBTS

Under clause 7.1 of the Debenture, the Chargor covenants (inter alia) that it shall only deal with Non-vesting Debts as if they were Debts (purchased by the Chargee under the Debt Purchase Agreement and that, in particular, that Chargor shall not bank or deal with any payments (by whatever method) in respect of the Non-vesting Debts except by dealing with them in accordance with the Debt Purchase Agreement.

Appendix 1  
Registered Land to be Mortgaged

Freehold of 10 St John Street, Smithfield, EC1M 4AY as registered under title no. NGL 592435

**FILE COPY**



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

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

COMPANY No. 03568597

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 12th DECEMBER 2005 AND CREATED BY SHARPTONE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LANDBANKI COMMERCIAL FINANCE ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 23rd DECEMBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd JANUARY 2006.

*P. A.*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —