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in black type, or  
bold block lettering

\*insert full name  
of Company

**COMPANIES FORM No. 395****Particulars of a mortgage or charge**

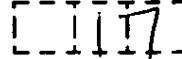
A fee of £13 is payable to Companies House in respect  
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



00711079

Name of company

\* Fowlers of Bristol Limited

Date of creation of the charge

2 June 2008

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

Debenture dated 2 June 2008

Amount secured by the mortgage or charge

This Debenture shall be a continuing security to Svenska Handelsbanken AB (the "Bank") for the payment or discharge on demand by the Bank of, the following indebtednesses, liabilities and obligations (whether any such indebtedness, liability or obligation shall be the sole indebtedness, liability or obligation of the Company or shall be a joint indebtedness, liability or obligation with any other person, firm or company and whether with or without other security and whether any such indebtedness, liability or obligation arises or is incurred or payable in the United Kingdom or elsewhere) -

- (i) all present and future indebtedness of the Company to the Bank on any current, advance, loan or other account whatsoever,
- (ii) all liabilities whatsoever of the Company to the Bank present or future in respect of notes or bills discounted or paid or bills or drafts accepted or endorsed or guarantees, indemnities, bonds, letters of credit, documentary credits or similar instruments issued for or at the request of the Company or other loans, credits or advances made to or for the accommodation or at the request of the Company,

(continued - see addendum 2/4)

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

Svenska Handelsbanken AB (PUBL) of Kungstradgardsgatan 2, S-106 70, Stockholm, Sweden

Postcode -

Presenter's name address and  
reference (if any)

Clarke Willmott  
1 Georges Square  
Bath Street  
Bristol  
BS1 6BA

Time critical reference

For official Use (02/06)  
Mortgage Section

Post room

THURSDAY



\*AYWIK0BH\*

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05/06/2008

282

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

The Company with full title guarantee and as a continuing security for the payment and discharge of all the amount described above hereby -

- (i) charges in favour of the Bank by way of legal mortgage the property known as 84 Fairview Road, Cheltenham, GL52 2EH (Title Number GR116788) and 2-12 (even) Bath Road, Bristol, BS34 3DR (Title Number AV80779) and each and every part thereof and all buildings, erections and structures (whether in the course of construction or otherwise) and fixtures and fittings and fixed plant and machinery now or hereafter thereon and all improvements and additions thereto and with the benefit of all existing and future leases, underleases, tenancies, agreements for lease, rights, covenants, undertakings, warranties (including, without limitation, collateral warranties), guarantees, indemnities and conditions from time to time affecting the same (subject to the provisions hereof) but otherwise free from encumbrances,
- (ii) charges in favour of the Bank by way of fixed equitable charge all estates or interests in any freehold, leasehold, heritable or other immovable property (except the property described in (i) above) now or hereafter belonging to it, wherever situated, and all buildings, erections and structures (whether in the course of construction or otherwise) and fixtures and fittings and fixed plant and machinery now or hereafter thereon and all improvements and additions thereto and with the benefit of all leases, underleases, tenancies, agreements for lease, rights, covenants, undertakings, warranties (including, without limitation, collateral warranties), guarantees, indemnities and conditions from time to time affecting the same (subject to the provisions hereof) but otherwise free from encumbrances,

(continued - see addendum 4/4)

Particulars as to commission allowance or discount (note 3)

none

Signed Clarke Willmott

Date 3 - 6 - 08

On behalf of [company] ~~XXXXXXXXXXXX~~ †

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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**.

Please do not write in this margin

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

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

† delete as appropriate

Name of company

\*insert full name  
of Company

\* Fowlers of Bristol Limited

- (e) all the benefit of, and rights under, or in respect of, all licences, contracts, agreements, deeds, undertakings, guarantees, warranties, indemnities, other documents, compositions, accommodations, concessions, franchises and other transactions and arrangements now or hereafter entered into by or granted to, or vested in, or novated or assigned to, the Company (including, without limitation, any interest rate swap transaction, cap transaction, floor transaction, currency swap transaction or any other similar transaction or arrangement or any other derivative or hedging transaction or arrangement entered into or otherwise existing between the Company and any person (including, without limitation, the Bank) and any contract for sale of or other dealing with any of the assets charged by this Debenture),
- (f) all rights, titles and interest of the Company to, and in the proceeds of, all present or future insurances (including, without limitation, any rights of subrogation arising therefrom) and (without prejudice to the generality of (e) above) all the benefit of, and rights under, or in respect of, all contracts, agreements, deeds, undertakings, guarantees, warranties, indemnities, other documents, compositions, accommodations and other transactions or arrangements now or hereafter entered into by or granted to, or vested in, or novated or assigned to, the Company in relation to or in respect of or in connection with any present or future insurance (including, without prejudice to the generality of the foregoing, all the benefit of, and rights in respect of, any ex gratia payment),
- (g) all the Company's present and future rights to recover any value added tax on any supplies made to it and any sums so recovered,
- (h) all the proceeds of any payment of any claim, award, judgment, sum or damages payable to the Company and all the Company's rights and remedies now or hereafter in existence arising in respect thereof,
- (i) all rental income, licence fees and any other such income and all the proceeds of sale or other disposal of any property now or hereafter owned by the Company and all right, title and interest to and in the same and all the benefit thereof and the right to make demand for and receive the same,
- (j) all rights to which the Company, its liquidator or administrator is now or may hereafter become entitled in respect of the proceeds of any order of a competent court made pursuant to sections 214, 238(3), 239(3) or 423(2) of the Insolvency Act, 1986, and
- (k) all balances now or hereafter standing to the credit of any account with any branch or office of any bank or financial institution (including the Bank), all debts representing the same and all other debts (including, without limitation, book debts and all debts representing or arising from the property, rights, assets and undertaking charged by any of the foregoing provisions in this section describing the short particulars of all the property mortgaged or charged) (and the proceeds of all such debts) now or hereafter due or owing or payable to the Company (including all things in action which give or may give rise to a debt or debts), and the benefit of all rights, security, bills of exchange, promissory notes, guarantees, indemnities and negotiable instruments of any kind now or hereafter enjoyed or held by the Company in relation thereto (and the Bank shall be entitled at any time and from time to time during the continuance of this security without incurring any liability therefor and regardless of any other agreement or arrangement which may exist in relation to the operation of such account to prevent any withdrawal or transfer of all or any part of the balance standing to the credit of any account of the Company with the Bank), and
- (iv) charges in favour of the Bank by way of floating charge the whole of its undertaking and all its other property, assets and rights whatsoever and wheresoever situate present and future including but not limited to its uncalled capital for the time being, its heritable and moveable property and other property, assets and rights in Scotland or governed by Scottish law and all of the property, assets and rights described in (ii) and (iii) of this section above (if and insofar as the charges thereon hereby created shall for any reason be ineffective as fixed charges or if and insofar as the fixed charges thereon hereby created shall for any reason be released)

The floating charge contained in (iv) above is a "Qualifying Floating Charge" within the meaning of paragraph 14 of Schedule B1 to the Insolvency Act 1986 and paragraph 14 shall apply to the floating charge

Name of company

\*insert full name  
of Company

\* Fowlers of Bristol Limited

## Addendum 1/4

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

## Addendum 2/4

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

- (iii) all other liabilities and obligations whatsoever of the Company to the Bank, present or future, actual or contingent, howsoever arising and whether or not initially incurred to the Bank (including, without limitation, liabilities and obligations as surety or guarantor), and
- (iv) all obligations in respect of legal and other costs, charges, fees and expenses (including, without limitation, value added tax) now or in the future owed to or incurred directly or indirectly by the Bank in relation to this security or any other security held by the Bank in connection with advances or other banking facilities or accommodation offered or made to the Company or in relation to the enforcement or attempted enforcement of any such security or in relation to any judicial, arbitration or other proceedings (by whomsoever and wheresoever commenced) in connection with any such security or its enforcement or attempted enforcement, or arising out of, or in relation to, any action undertaken by or on behalf of the Bank, or by a receiver appointed by the Bank, in respect of or in any way relating to this Debenture or all the undertaking, property, assets and rights of the Company charged or otherwise secured by or pursuant to any provision of this Debenture including either the whole or any part thereof arising out of or in any way relating to or in respect of any such indebtednesses or liabilities or obligations on a full and unqualified indemnity basis

together in each of the cases mentioned above in (i), (ii), (iii) and (iv) with all interest, fees, commissions and bank and discount charges due or owing or payable to the Bank, such interest being computed and compounded in each such case according to the usual practice of the Bank and so that interest shall be payable at the same rate as well after as before any judgment. The certificate of the Bank as to the amount at any time secured hereby shall save in the case of manifest error be conclusive as against the Company

## Addendum 3/4

## 3 Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

## Addendum 4/4

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

- (iii) charges in favour of the Bank by way of fixed charge -
  - (a) all its plant, machinery, vehicles, computers and office and other equipment both present and future and all related spare parts, equipment, tools and fuels (excluding its stock in trade),
  - (b) all its goodwill and uncalled capital, in each case both present and future (including, without limitation, future calls whether made by the directors of the Company or by a receiver, administrator or liquidator),
  - (c) all stocks, shares and other securities now or hereafter belonging to it and all rights, options, dividends, income, liens, titles and interests deriving therefrom,
  - (d) all present and future patents, registered designs, design rights, registered trade marks and services marks (and all goodwill associated therewith), and all applications therefore, all present and future copyrights, rights in the nature of copyright and design rights, all present and future unregistered trade and service marks (and all goodwill associated therewith), all present and future trade and business names, and all trade secrets and know-how, confidential or proprietary knowledge and information, and all other intellectual property rights, now or hereafter owned by the Company in any country together, in each and every case, with the benefit of any licences or other agreements relating to the use or exploitation of rights of any such nature whether owned by the Company or any third party,



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

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

COMPANY NO. 711079  
CHARGE NO. 17

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 2 JUNE 2008  
AND CREATED BY FOWLERS OF BRISTOL LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO SVENSKA HANDELSBANKEN AB (PUBL) ON  
ANY ACCOUNT WHATSOEVER 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 5 JUNE 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 JUNE 2008



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES