

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.

028161/13
395

CHFP025

Please do not
write in
this margin

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



00894668

0145

Name of company

* Gordon Lamb Limited (the "Company")

Date of creation of the charge

13 March 2009

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

Debenture

Amount secured by the mortgage or charge

The principal and other monies intended to be secured by the Debenture are:

(a) all sums of money which have been or are at the date of the Debenture or may after the date of the Debenture from time to time be advanced to the Company by the Lender;

(b) all other indebtedness and/or liabilities whatsoever of the Company to the Lender present, future, actual and/or contingent;

(c) (on a full indemnity basis) all costs, charges, expenses and other sums expended, paid, incurred or debited to any account (including any advances to be made) in relation to the enforcement of rights under the Debenture or the recovery of any of the indebtedness or other liabilities of the Company by the Lender, or by any receiver or by any delegate or sub-delegate appointed by the Lender pursuant to the Debenture including (but without prejudice to the generality of the foregoing) remuneration payable to any receiver, delegate or sub-delegate as aforesaid, and all costs, charges and expenses incurred in the protection, realisation or enforcement of the security constituted by or pursuant to the Debenture; and

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

RCI Financial Services Limited whose registered office is at Egale House,
78 Saint Albans Road, Watford, Hertfordshire (the "Lender")

Postcode WD17 1AF

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

DWF LLP
5 St Paul's Square
Old Hall Street
Liverpool
L3 9AE

JCS/61447/12/Gordon Lamb

Time critical reference

For official Use (02/06)

Mortgage Section

Post room

WEDNESDAY



AHL94896

A35

18/03/2009

134

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

The Company with full title guarantee and to the intent that the security created by the Debenture shall rank as a continuing security for the payment of all principal and other monies intended to be secured charges to the Lender:

(a) by way of legal mortgage all estates and interests in any freehold and/or leasehold property referred to in the First Schedule to the Debenture and all buildings fixtures (including trade fixtures) and fixed plant and machinery owned by the Company and from time to time on or in such freehold and/or leasehold property (the "Mortgaged Property A") and/or the proceeds of sale thereof;

(b) by way of fixed charge:

(i) all estates or interests in any freehold and/or leasehold property (other than any property charged in terms of clause 1.1(a) of the Debenture) at the date of the Debenture and at any time during the continuance of the security belonging to or charged to the Company and all licences at the date of the Debenture or after held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become a party or otherwise entitled and all buildings fixtures (including trade fixtures) and fixed plant and machinery owned by the Company and from time to time on or in any freehold or leasehold property an interest in which is charged under the Debenture (the "Mortgaged Property B") and/or the proceeds of sale thereof;

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)

NIL

Signed Dwf LLP

Date 16 March 2009.

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

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† 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 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

Name of company

*insert full name
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* Gordon Lamb Limited (the "Company")

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)

(d) interest on the foregoing (as well after as before any demand judgment or the liquidation or the administration of the Company) on a daily basis until full discharge at the Interest Rate by payments in arrears on the Lender's usual charging days or on such other days or upon such other terms as the Lender may from time to time agree, with such interest to be compounded in accordance with the Lender's usual practice in the event that it is not punctually paid with monthly rests (or with such other rests as may be specified by the Lender) but without prejudice to the rights of the Lender to require payment of such interest when due;

PROVIDED THAT, in relation to such costs, charges, expenses, remuneration and other sums as such mentioned in clause 2.3 of the Debenture, interest shall accrue and be payable as from the date on which the same are paid by the Lender, or by any such receiver, delegate or sub-delegate as therein mentioned or become due to such receiver, delegate or sub-delegate under the terms of his appointment without the necessity for any demand being made for payment thereof.

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)

(ii) all book debts and other debts at the date of the Debenture and from time to time due, owing or incurred to the Company and all proceeds thereof and the benefit of all rights relating thereto (the "Book and other Debts");

(iii) all credit balances of the Company with persons other than the Lender (the "Credit Balances");

(iv) all stocks shares and/or other securities (the "Securities") at the date of the Debenture or at any time during the continuance of the Debenture belonging (at law or in equity) to the Company and all rights in respect of or incidental to the Securities;

(v) all documents which have been or may from time to time be deposited with the Lender and which are not charged to the Lender pursuant to the foregoing provisions or pledged under clause 9 of the Debenture, including all rights, monies or property (whether of a capital or income nature) howsoever accruing or derived therefrom or arising in respect thereof (the "Deposited Property");

(vi) the goodwill, licences, patents, patent applications, trademarks, trademark applications, service marks, service mark applications, copyrights, rights in the nature of copyright and all other intellectual property rights at the date of the Debenture or at any

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time during the continuance of the security belonging to the Company (the "Goodwill and Intellectual Property");

(vii) all rights and interests in and claims under all insurance contracts or policies at the date of the Debenture or in the future held by or insuring to the benefit of the Company (including all money payable under such contracts and policies);

(viii) by way of floating charge its undertaking and all its other property assets and rights whatsoever and wheresoever present and/or future including those expressed as charged by way of fixed charge if and to the extent that such charge may fail for any reason to operate as a fixed charge (the "Property charged by way of Floating Charge" and together with the Mortgaged Property A, the Mortgaged Property B, the Book and other Debts, the Credit Balances, the Securities, the Deposited Property, the Goodwill and Intellectual Property and all other property mortgaged or charged collectively called the "Charged Property").

2. Under clause 3.3(d) of the Debenture with reference to the Mortgaged Property B and the Goodwill and Intellectual Property the Company covenants and agrees not without the consent in writing of the Lender to create any mortgage, charge or other security interest over the Mortgaged Property B or any part thereof or any interest therein.

3. Under clause 3.4(b) of the Debenture with further reference to the Mortgaged Property A and the Mortgaged Property B the Company covenants and agrees that the statutory power of leasing and/or accepting surrenders of leases conferred on mortgagors by sections 99 and 100 of the 1925 Act shall not be exercised by the Company without the consent in writing of the Lender but the Lender may grant or accept surrenders of leases without restriction.

4. Under clause 3.11(a) of the Debenture with reference to the Property charged by way of Floating Charge the Company shall not without the consent in writing of the Lender create any mortgage, charge or other security interest ranking in priority to, pari passu with, or subsequently to that charge.

5. Under clause 4 of the Debenture the security shall immediately become enforceable and the power of sale and other powers conferred by section 101 of the 1925 Act, as varied or extended by the Debenture or otherwise shall be immediately exercisable at any time after a notice by the Lender lawfully demanding payment of and/or discharge and/or provision for any monies secured by the Debenture shall have been served by the Lender on the Company. Sections 93 and 103 of the 1925 Act shall not apply to the Debenture.

6. Under clause 6.1 of the Debenture, the powers conferred on mortgagees by the 1925 Act shall apply to the Debenture except insofar as they are expressly or impliedly excluded and where there is any ambiguity or conflict between the powers contained in the 1925 Act and those contained in the Debenture, the terms of the Debenture shall prevail.

7. Under clause 6.7 of the Debenture, the provisions of clause 6.1 to 6.6 of the Debenture shall take effect as and by way of variation and extension of the provisions of sections 99 to 109 inclusive of the 1925 Act which provisions so varied and extended shall be regarded as incorporated within the Debenture.

8. Under clause 7.1 of the Debenture by way of security the Company irrevocably appoints each of the Lender and any person nominated in writing under the hand of any officer or manager of the Lender including every receiver appointed under the Debenture as Attorney of the Company with full power of substitution for the Company and in its name and on its behalf and as its act and deed to execute seal and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required or deemed proper for any of

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the purposes of the Debenture.

9. Under clause 14.1 of the Debenture, without prejudice and in addition to all other restrictions contained in the Debenture (including without limitation clause 3.3(d) and 3.11 (a) of the Debenture) the Company covenants with the Lender not without the prior written consent of the Lender to create or permit to subsist any mortgage or charge or other encumbrance in favour of any third party of or affecting the Charged Property or any part or parts thereof other than:

(a) the existing mortgages, charges and/or other encumbrances (if any) of which brief particulars are set out in the Second Schedule to the Debenture, and limited to the maximum principal sums specified in respect of each such mortgage, charge or other encumbrance in the said Schedule;

(b) arising by operation of law;

(c) particulars liens arising in the ordinary course of business, otherwise than for obligations more than thirty days overdue which have not been contested in good faith;

(d) pledges or charges created for the purpose of financing contracts in the ordinary course of business for the purchase of sale of goods.

10. Under clause 15 of the Debenture the parties confirm that the Debenture contains a qualifying floating charge and is an instrument to which paragraph 14 of Schedule B1 of the 1986 Act applies.

"1925 Act" means the Law of Property Act 1925.

"1986 Act" means the Insolvency Act 1986.

"Interest Rate" means a rate specified in facility or other letters issued to the Company by the Lender or such other interest rate as may be stipulated by the Lender at any time by notice in writing to the Company, or as may from time to time be otherwise agreed between the Company and the Lender.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 894668
CHARGE NO. 10**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 13 MARCH
2009 AND CREATED BY GORDON LAMB LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO RCI FINANCIAL SERVICES LIMITED 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 18 MARCH
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 MARCH 2009

PDW



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES