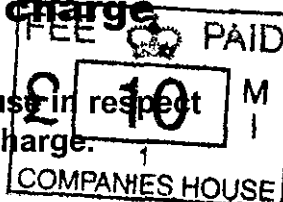


COMPANIES FORM No. 395**Particulars of a mortgage or charge****395**

A fee of £10 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



1264385

Name of company

* MAPLIN ELECTRONICS LIMITED (the "Company")

Date of creation of the charge

6 September 2004

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

DEBENTURE (the "Deed")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of any Group Company to the Security Trustee and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document to which any Group Company is a party (including all monies covenanted to be paid under the Deed), provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Deed (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 ("Secured Obligations")

all monies due or to become due of any group company to the security trustee and/or the other Secured Parties (or any of them) /10.

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

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND of PO Box 39900, Level 7 Bishopsgate Exchange, 155 Bishopsgate, London (as security trustee for the Secured Parties) (in such capacity, the "Security Trustee")

Postcode EC2M 3YB

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

DLA LLP
3 Noble Street
London EC2V 7EE
KLH/Tr/Banking

trainees/395's/Maplin Hldg

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

1. FIXED SECURITY

1.1 Fixed Charges

The Company charged and agreed to charge all the present and future right, title and interest of the Company and to the following assets which are at any time owned by the Company, or in which the Company from time to time has an interest:

1.1.1 by way of first legal mortgage, the Property;

1.1.2 by way of first fixed charge:

(a) all interests in the Property (to the extent not charged by clause 4.1.1 of the Deed); and

(b) all licences to enter upon or use the Property and the benefit of all other agreements relating to the Property

continued on continuation sheet 1, page 4

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)

N/A

Signed *D.A. W.*

Date *16/9/04*

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

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

† 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 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

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company Number

1264385

Name of Company

MAPLIN ELECTRONICS LIMITED (the "Company")

~~XXXXXX~~

* delete if
inappropriate

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

NOTE

In this form:

"Assigned Assets" means the Security Assets expressed to be assigned by way of security pursuant to clause 4.2 (*Security Assignments*)

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;

"Charged Securities" means;

(i) the securities specified in part 2 of schedule 1 hereto (*Charged Securities*); and,

(ii) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 in force at 6 September 2004) as at 6 September 2004 or in future owned (legally or beneficially) by the Company or in which the Company have an interest at any time;

"Chargor" means Maplin Electronics Limited

"Event of Default" means a Senior Event of Default or a Mezzanine Event of Default as more particularly defined in the Senior Facilities Agreement;

"Finance Document" means the Senior Finance Documents and the Mezzanine Finance Documents, each a "Finance Document"

"Group Companies" means any member of the Group, each a "Group Company"

"Holding Account" means an account:

(i) held by a member of the Group with the Governor and Company of the Bank of Scotland acting as agent or Security Trustee;

(ii) identified in a letter between the Parent and the Governor and Company of the Bank of Scotland acting as agent, as a Holding Account; and

(iii) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Security Trustee,

(as the same may be redesignated, substituted or replaced from time to time);

"Insurances" means all policies of insurance which are at any time held by or written in favour of the Company, or in which the Company from time to time has an interest;

"Intellectual Property" means all present and future legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Company in, or relating to, registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names, database rights, domain names and any other rights of every kind deriving from or through the exploitation of any of the aforementioned rights of the Company (including, without limitation, the intellectual property rights (if any) specified in part 3 of schedule 1 hereto (*Details of Security Assets*));

continued on continuation sheet 2, page 2,

Please do not
write in this
binding 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

--

1.1.3 by way of first fixed charge all plant and machinery (to the extent not charged under clause 4.1.1 or 4.1.2 of the Deed) and the benefit of all contracts, licences and warranties relating to the same;

1.1.4 by way of first fixed charge:

(a) all computers, vehicles, office equipment and other equipment (not charged by clause 4.1.3 of the Deed); and

(b) the benefit of all contracts, licences and warranties relating to the same;

1.1.5 by way of:

(a) first fixed charge all the Charged Securities referred to in part 2 of Schedule 1 hereto (Details of Security Assets)

(b) first fixed charge all other Charged Securities (not charged by clause 4.1.5(a) of the Deed),

in each case, together with (1) all Related Rights from time to time accruing to those Charged Securities and (2) all rights which such Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;

1.1.6 by way of first fixed charge:

(a) the Security Accounts and all monies at any time standing to the credit of the Security Accounts; and

(b) all monies standing to the credit of the Company from time to time on any and all accounts with any bank, financial institution or other person not otherwise charged by clause 4.1.6(a) of the Deed other than any monies standing to the credit of the Tax Payment Escrow Account,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to to repayment of any of the foregoing (but subject always to any funds held in the Holding Account referred to in clause 12 of the Senior Facilities Agreement and clause 8 of the Mezzanine Facilities Agreement shall not be secured by clause 4.1.6 of the Deed);

1.1.7 by way of first fixed charge:

(a) the Intellectual Property (if any) specified in part 3 of schedule 1 hereto (Details of Security Assets); and

(b) all other Intellectual Property (if any) (not charged by clause 4.1.7(a) of the Deed);

1.1.8 to the extent that any of the Assigned Assets are not effectively assigned under clause 4.2 (Security Assignments) of the Deed, by way of first fixed charge those Assigned Assets;

1.1.9 by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed):

(a) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Company or the use of any of its assets; and,

(b) any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it; and

1.1.10 by way of first fixed charge all of the goodwill and uncalled capital of the Company.

continued on continuation sheet 2, page 4

**Particulars of a mortgage or charge
(continued)**

CHFP025

Please do not
write in this
binding margin

Continuation sheet No 2
to Form No 395 and 410 (Scot)

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

Company Number

1264385

Name of Company

MAPLIN ELECTRONICS LIMITED (the "Company")

~~XXXXXX~~

* delete if
inappropriate

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

"Mezzanine Facility Agreement" means the mezzanine facility agreement dated 6 September 2004 between (1) Maplin Electronics Group (Holdings) Limited as the Company, (2) the Companies named in part 1 of schedule 1 thereto as the Original Guarantors, (3) the Governor and Company of the Bank of Scotland as Mezzanine Arranger, (4) the Governor and Company of the Bank of Scotland as Mezzanine Agent, (5) the financial institutions listed in part 2 of schedule 1 thereto as the Original Mezzanine Lenders, and (6) the Security Trustee, pursuant to which the Original Lenders agreed to make certain facilities available to Maplin Electronics Group (Holdings) Limited;

"Parent Company" means Maplin Electronics Group (Holdings) Limited

"Permitted Disposal" has the meaning given to that term in clause 1.1 of the Senior Facilities Agreement and the Mezzanine Facility Agreement;

"Permitted Security" has the meaning given to that term in clause 1.1 of the Senior Facilities Agreement and the Mezzanine Facility Agreement;

"Property" means all estates and interests belonging to the Company, or in which the Company has an interest in the registered and unregistered land in England and Wales specified in part 1 of schedule 1 hereto (*Details of Security Assets*), together with:

- (i) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;
- (ii) all easements, rights and agreements in respect thereof;
- (iii) all proceeds of sale of that property; and
- (iv) the benefit of all covenants given in respect thereof;

"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

- (i) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and
- (ii) all proceeds of any of the foregoing;

"Receiver" means any receiver, receiver and manager, administrator or administrative receiver appointed by the Security Trustee under the Deed;

"Related Rights" means, in relation to any Charged Securities:

- (i) all dividends, distributions and other income paid or payable on the relevant Charged Securities or any asset referred to in paragraph (ii) below;
- (ii) all rights, monies or property accruing or offered at any time in relation to the Charged Securities whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

continued on continuation sheet 3, page 2

1.2 Security assignments

The Company assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to:

1.2.1 the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising therefrom;

1.2.2 the Insurances, all claims under the Insurances and all proceeds of the Insurances;

1.2.3 the Security Accounts and all monies at any time standing to the credit of the Security Accounts, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing; and

1.2.4 all other Receivables (not otherwise assigned under clause 4.2.1, 4.2.2 or 4.2.3 of the Deed).

subject always, in each case, to any funds held in the Holding Account referred to in clause 12 of the Senior Facilities Agreement and clause 8 of the Mezzanine Facility Agreement shall not be assigned. To the extent that any Assigned Asset described in clause 4.2.2 of the Deed is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Company to any proceeds of the Insurances.

1.3 Assigned Assets

The Security Trustee shall not be obliged to take any steps necessary to preserve any of the Assigned Assets, or to enforce any term of the Relevant Contracts against any person, or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to the Deed.

2. FLOATING CHARGE

The Company charged and agreed to charge by way of first floating charge all of its present and future:

2.1 assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to the provisions of clause 4.1 (Fixed charges) of the Deed, clause 4.2 (Security assignments) of the Deed or any other provision of the Deed other than any monies standing to the credit of the Tax Payment Escrow Account; and

2.2 (whether or not effectively so charged) heritable property and all other property and assets in Scotland.

3. CONVERSION OF FLOATING CHARGE

3.1 Conversion by notice

The Security Trustee may, by written notice to the Company, convert the floating charge created under this Deed into a fixed charge as regards all or any of the assets of the Company specified in the notice if:

3.1.1 an Event of Default has occurred and is continuing; or

3.1.2 the Security Trustee (acting reasonably) considers those specified assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

3.2 Small companies

The floating charge created under the Deed by the Company shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2002 (or anything done with a view to obtaining such a moratorium) in respect of that Chargor.

continued on continuation sheet 3, page 4

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

**Particulars of a mortgage or charge
(continued)**

CHFP025

Please do not
write in this
binding margin

Continuation sheet No 3
to Form No 395 and 410 (Scot)

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

Company Number

1264385

Name of Company

MAPLIN ELECTRONICS LIMITED (the "the Company")

~~XXXXXX~~

* delete if
inappropriate

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

"Relevant Contract" means each of the agreements specified in part 4 of schedule 1 hereto (*Details of Security Assets*) together with each other agreement supplementing or amending or novating or replacing the same;

"Secured Parties" means each Finance Party from time to time party to this Agreement, any Receiver or Delegate, and each agent, arranger and lender from time to time party to the Mezzanine Facility Agreement

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"Security Account" has the meaning given to that term in clause 10.6.1(b) of the Deed which, for the avoidance of doubt, does not include the Tax Payment Escrow Account;

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed

"Security Period" means the period beginning on the 6 September 2004 and ending on the date on which:

- (i) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and
- (ii) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents;

"Senior Facilities Agreement" means the facilities agreement dated 6 September 2004 and made between (1) Maplin Electronics Group (Holdings) Limited, (2) the Companies named in part 1 of schedule 1 thereto as the Original Borrowers, (3) the Companies named in part 1 of schedule 1 thereto as Original Guarantors, (4) the Governor and Company of the Bank of Scotland as Arranger, (5) the financial institutions listed in part 2 of schedule 1 thereto as the Original Lenders, (6) the Governor and Company of the Bank of Scotland as Agent, (7) the Security Trustee, (8) the Governor and Company of the Bank of Scotland as Issuing Bank and (9) the Governor and Company of the Bank of Scotland as Ancillary Lender pursuant to which the Original Lenders agreed to make certain facilities available to Maplin Electronics Group (Holdings) Limited;

"Tax Payment Escrow Account" means the bank account established pursuant to the terms of the Payment Deeds;

SCHEDULE 1

Details of Security Assets

Part 1 - Property

Part 2 - Charged Securities

Part 3 - Intellectual Property

Part 4 - Relevant Contracts

See Attached

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

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Page 3

3.3 Automatic conversion

The floating charge created under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge:

3.3.1 in relation to any Security Asset which is subject to a floating charge if:

(a) a Chargor creates (or attempts or purports to create) any Security (other than any Permitted Security) on or over the relevant Security Asset without the prior consent in writing of the Security Trustee; or

(b) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset; and

3.3.2 over all the Security Assets which are subject to a floating charge if an administrator is appointed in respect of a Chargor.

This clause shall not apply to any Security Assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion.

3.4 Partial conversion

The giving of a notice by the Security Trustee pursuant to clause 6.1 (*Conversion by notice*) of the Deed in relation to any class of assets of any Chargor shall not be construed as a waiver or abandonment of the rights of the Security Trustee to serve similar notices in respect of any other class of assets or of any of the other rights of the Security Trustee and/or the other Secured Parties.

4. CONTINUING SECURITY

4.1 Continuing security

The Security is continuing and will extend to the ultimate balance of all the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

4.2 Additional and separate security

The Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Security Trustee and/or any of the other Secured Parties may at any time hold for any of the Secured Obligations.

4.3 Right to enforce

The Deed may be enforced against the Company without the Security Trustee and/or the other Secured Parties first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.

5. UNDERTAKINGS BY THE COMPANY

5.1 Restrictions on dealing

Unless expressly permitted to do so under the Senior Facilities Agreement and the Mezzanine Facility Agreement, the Company will not do or agree to do any of the following without the prior written consent of the Security Trustee:

5.1.1 create or permit to subsist any Security on any of the Security Assets (except a Permitted Security); or

continued on continuation sheet 4, page 4

**Particulars of a mortgage or charge
(continued)**

CHFP025

Please do not
write in this
binding margin

Continuation sheet No 4
to Form No 395 and 410 (Scot)

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

Company Number

1264385

Name of Company

MAPLIN ELECTRONICS LIMITED (the "Company")

~~XXXXXX~~

* delete if
inappropriate

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

This image shows a completely blank white page. It is surrounded by a thick black border, which appears to be the edge of a scanner or a frame. There are no markings, text, or illustrations on the page itself.

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

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**

5.1.2 sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not), the whole or any part of its interest in any Security Asset (except for a Permitted Disposal).

5.2 Dealings with and realisation of Receivables

The Company will without prejudice to clause 10.1 (Restrictions on dealing) of the Deed (but in addition to the restrictions in that clause), not, without the prior written consent of the Security Trustee, sell, assign, charge, factor or discount or in any other manner deal with any of the Receivables.

6. FURTHER ASSURANCES

6.1 Further action

The Company shall, at its own expense, promptly take whatever action the Security Trustee or a Receiver may require for:

6.1.1 creating, perfecting or protecting the Security intended to be created by the Deed; and

6.1.2 facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by the Security Trustee or any Receiver or any of its or their delegates or sub-delegates in respect of any Security Asset,

including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Security Trustee or to its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case, the Security Trustee may think expedient.

6.2 Specific security

Without prejudice to the generality of clause 20.1 (Further action) of the Deed, the Company will forthwith at the request of the Security Trustee execute a legal mortgage, charge, assignment, assignation or other security over all or any of the Security Assets which are subject to or intended to be subject to any fixed security created by the Deed in favour of the Security Trustee (including for the avoidance of doubt, any arising or intended to arise pursuant to clause 6 (Conversion of floating charge) of the Deed) in such form as the Security Trustee may reasonably require

SCHEDULE 1

Details of Security Assets

Part 1 - Property

Registered land		
Address	County/District/London Borough	Title Number
Land on the south west side of Valley Road, Wombwell, Barnsley, South Yorkshire	South Yorkshire: Barnsley	SYK269339
Land and buildings on the north west of Sutton New Road, Erdington, West Midlands	West Midlands: Birmingham	WM585754
86 and 88 Lower Parliament Street, Nottingham	City of Nottingham	NT43622
Unregistered land		
None		

Part 2 - Charged Securities

Name of company owning shares	Name of company in which shares are held	Class of shares held	Number of shares held	Issued Share Capital
Maplin Electronics Group (Holdings) Limited	Maplin Electronics (Holdings) Limited	Ordinary shares of 1p	1,044,387	£10,443.87
		Preferred ordinary shares of 1p	700,000	£7000
Maplin Electronics (Holdings) Limited	Maplin Electronics Limited	Redeemable shares of £1	350,000	£350,000
		Ordinary shares of £1	70,000	£70,000

Part 3 - Intellectual Property

Country	Mark	Registration No.	Class(es)	Renewal Date
European Union	MAPLIN	000212076	6, 7, 8, 9, 11, 12, 14, 15, 16, 20, 28 and 42	1 April 2006
European Union	NIKKAI	000212084	7, 8 and 9	1 April 2006
European Union	MAPLIN ELECTRONICS (colour logo)	001563584	9, 11, 12, 35 and 42	17 March 2012
UK	PRO-SOUND (series of 4)	1406391	9	2 December 2006
UK	MPS	1515842	6, 7, 8, 9, 11, 12 and 16	13 October 2009
UK	MAPLIN	1515988	6, 7, 8, 9, 11, 12, 16, 20, 28 and 42	13 October 2009
UK	MAPLIN DISCOVERIES	2103791A	9 and 16	26 June 2006
UK	MAPLIN ELECTRONICS (logo colour)	2209023	9, 12 and 42	17 September 2009
UK	MAPLIN.CO.UK, MAPLIN.COM, MAPLIN.EU (series of 3)	2260329	9, 11, 12 and 42	6 February 2011
UK	PRECISION GOLD (series of 2)	2281250	9	21 September 2011

Part 4 - Relevant Contracts

Date of Relevant Contract	Parties	Details of Relevant Contract
6 September 2004	(1) The Institutional Sellers (2) The Individual Sellers (3) Keith Pacey (4) The Buyer (as each is defined in the agreement)	Sale and Purchase Agreement

FILE COPY



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

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

COMPANY No. 01264385

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 6th SEPTEMBER 2004 AND CREATED BY MAPLIN ELECTRONICS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE OF ANY GROUP COMPANY TO THE SECURITY TRUSTEE AND/OR THE OTHER SECURED PARTIES (OR ANY OF THEM) 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 17th SEPTEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st SEPTEMBER 2004 .

GRH
P.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —