

000483/13

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

CHFP025

Please do not
write in
this marginPlease complete
legibly, preferably
in black type, or
bold block lettering* insert full name
of Company**A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.**To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

28

01273188

Name of company

* Kirebeck (the "Chargor")
ER

Date of creation of the charge

05th March 2008

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

Debenture (the "Charge")

Amount secured by the mortgage or charge

All the monies which now or at any time in future may be owing due and/or payable (but remaining unpaid) by the Chargor to the Chargee in any manner and for any reason on any account (the "Secured Monies"),

Secured Monies include all such monies due by the Chargor, either alone or jointly with any other person or on any partnership account (even though the whole of any part of such monies is represented or secured by any mortgages, guarantees, trust receipts, bills of exchange, leasing, hire or conditional sale agreements, assignments, agreements for discounting or factoring of Receivables (as defined in the Charge) or any other agreements or securities) and whether or not any of them have or has fallen due or become payable and whether or not default shall have been made in respect thereof,

(Please see Addendum 2/4)

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

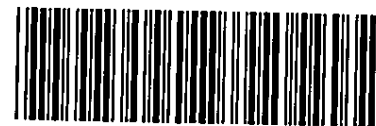
LEUMI ABL LIMITED (Company Number 00620951) of registered address 20 Stratford Place, London W1C 1BG and whose trading address is Pacific House, 126 Dyke Road, Brighton, BN1 3TE (the "Chargee")

Postcode BN1 3TE

Presentor's name address and
reference (if any)
Leumi ABL Limited
Pacific House
126 Dyke Road
Brighton
East Sussex
BN1 3TETime critical reference
Sally DisanoFor official Use (02/00)
Mortgage Section

Post room

SATURDAY



AP24MXUI

A04

08/03/2008

160

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1 As security for the payment of the Secured Monies, the Chargor with full title guarantee gives the following mortgages and charges in favour of the Chargee, namely

- (a) a legal mortgage on the Properties (as defined in the Charge) (if any) specified in Schedule 2 to the Charge,
- (b) a legal mortgage on all Properties (other than any Properties specified in Schedule 2 of the Charge) now owned by the Chargor or in which the Chargor has an interest,
- (c) a fixed charge on all of the following assets, whether now or in future belonging to the Chargor
 - (i) the freehold and leasehold properties of the Chargor not effectively mortgaged under clauses 4 1(a) and 4 1(b) of the Charge including such as may thereafter be acquired,
 - (ii) all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to the property subject to the legal mortgages under clauses 4 1(a) and 4 1(b) of the Charge and all spare parts, replacements, modifications and additions for or to the same,
 - (iii) any other freehold and leasehold property which the Chargor shall own together with all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to such property and all spare parts, replacements, modifications and additions for or to the same,

(Please see Addendum 4/4)

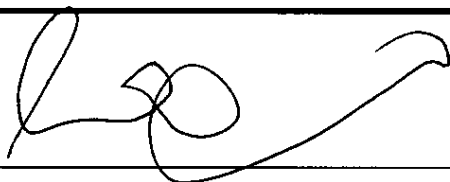
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Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

None

Signed



Date 5th March 2008

On behalf of mortgagee/chargee[†]

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

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 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 situated 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.

Company number

01273188

Name of company

* insert full name
of company

* Kierbeck 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)

Secured Monies also means any of the following items, whether now or in the future

- (a) all monies due or payable under the Agreement (as defined in the Charge) (if any) or by virtue of any guarantee or indemnity given by the Chargor to the Chargee,
- (b) all advances which the Chargee has made or shall make to the Chargor,
- (c) any indebtedness now or hereafter to be incurred by the Chargee for the Chargor or at the Chargor's request, including all monies which the Chargee shall pay or become liable to pay for or on account of the Chargor or any other person at the Chargor's request or order or under the Chargor's authority, either alone or jointly with any other person and whether or not by any of the following
 - (i) the Chargee making direct advances, or
 - (ii) the Chargee drawing, accepting, endorsing, paying or discounting any Remittance (as defined in the Charge), or
 - (iii) the Chargee entering into any bond, guarantee, indemnity or letter of credit, or
 - (iv) the Chargee confirming orders, or
 - (v) the Chargee otherwise accepting any other liability for the Chargor or on the Chargor's behalf,
- (d) all monies which the Chargee can charge to the Chargor and all costs charges and expenses incurred by the Chargee following default in payment of any such monies or of breach by the Chargor of any of the provisions of the Charge
- (e) the charges of surveyors and/or solicitors instructed by the Chargee in connection with any part of the Mortgaged Property (as defined in the Charge)
- (f) all costs and charges and expenses which the Chargee may from time to time incur in
 - (i) stamping, perfecting, registering or enforcing the Charge, or
 - (ii) the negotiations for the preparation and execution of the Charge, and the Agreement or any guarantee, indemnity, priority arrangement, waiver or consent in respect of them, or
 - (iii) obtaining payment or discharge of Secured Monies, or
 - (iv) paying any rent, rates, taxes or outgoings for the Mortgaged Property, or
 - (v) insuring, repairing, maintaining, managing or realising any part of the Mortgaged Property, or
 - (vi) the preservation or exercise of any rights under or in connection with the Charge or any attempt to do so, or
 - (vii) giving a discharge or release of the Charge, or

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01273188

Name of company

* insert full name
of company

* Kierbeck Limited

(Addendum 2/4 continued)

(viii) dealing with or obtaining advice about any other matter or question arising out of or in connection with the Charge with the intention that the Chargee shall be afforded a full complete and unlimited indemnity against all costs, charges and expenses paid or incurred by it and whether arising directly or indirectly in respect of the Charge or of any other security held by the Chargee for the Secured Monies,

(g) all monies expended by any attorney appointed under clause 7.3 of the Charge in exercising his powers,

(h) interest on all monies due and owing to the Chargee at such rate as may from time to time be payable pursuant to any agreement or arrangement relating thereto

Company number

01273188

Name of company

* insert full name
of company

* Kierbeck Limited

Addendum 3/4

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

Name of company

* insert full name
of company

* Kierbeck Limited

Addendum 4/4

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

- (iv) all Equipment (as defined in the Charge) (if any) listed in Schedule 4 of the Charge and the benefit of all contracts and warranties relating to the same,
- (v) all Equipment, (other than Equipment specified in Schedule 4 of the Charge), and the benefit of all contracts and warranties relating to the same,
- (vi) all the Chargor's goodwill, unpaid and/or uncalled capital,
- (vii) all the Chargor's Intellectual Property (as defined in the Charge),
- (viii) all the Chargor's Securities (as defined in the Charge),
- (ix) all loan capital, indebtedness or liabilities on any account or in any manner owing to the Chargor from any Subsidiary (as defined in the Charge) of the Chargor or a member of the Chargor's Group (as defined in the Charge),
- (x) all amounts realised by an administrator or liquidator of the Chargor, upon enforcement or execution of any order of the Court under Part IV of the Insolvency Act 1986
- (d) a fixed charge upon all or any of the following assets, whether now in existence or coming into existence in the future
 - (i) all documents of title to any item of property which at any time and for any purpose has been or may be deposited with the Chargee,
 - (ii) the assets mentioned in the title documents referred to in the immediately preceding sub-paragraph,
 - (iii) any account in the Chargor's name under the Chargee's control or operated in accordance with the Chargee's directions
- (e) a fixed charge on all the Chargor's Non-Vesting Receivables (as defined in the Charge), present and future,
- (f) a fixed charge on the Chargor's Other Receivables (as defined in the Charge), present and future,

2 The Chargor, with full title guarantee, thereby charges to the Chargee by way of first floating charge as a continuing security for the payment and discharge of the Secured Monies the Chargor's undertaking and all the Chargor's property, assets and rights whatsoever and wheresoever both present and future other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to clauses 4 1(a) to 4 1(f) of the Charge or otherwise pursuant to the Charge but including (without limitation and whether or not so effectively charged) any of the Chargor's property and assets situated in Scotland

3 The Chargor agrees with the Chargee that, whilst the Charge exists, the Chargor

- (a) will deal with the Non-Vesting Receivables and their Associated Rights (as defined in the Charge) as if they were Receivables and their Associated Rights purchased by the Chargee under the Agreement and in particular will not bank or deal with Remittances in respect of them except by dealing with them in accordance with the Agreement,
- (b) will not sell, transfer, lease, licence or dispose of the Mortgaged Property subject to the floating charges contained within the Charge, except by way of sale at full value in the ordinary course of its business now being carried on,
- (c) will not sell, transfer, lease, license or dispose of the Mortgaged Property subject to the fixed charges contained within the Charge without the prior written consent of the Chargee but such restriction shall not prohibit the disposal of an asset (other than freehold or leasehold property) for the purpose of its immediate replacement, modification, repair and/or maintenance,
- (d) in addition to any other restrictions contained in the Charge will only deal with the Equipment subject to the charge contained in clause 4 1(c)(iv) of the Charge on the following terms
 - (i) will not dispose, lease or otherwise deal with such Equipment until the Chargor has applied for the Chargee's consent in the form set out in Part 1 of Schedule 5 to the Charge, and received consent in the form set out in Part 2 of Schedule 5 to the Charge,
 - (e) will not, charge, sell, discount, factor, dispose of or, except in accordance with the Charge, otherwise deal with the Chargor's Other Receivables unless the Chargor has the prior written consent of the Chargee,



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

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

COMPANY NO. 1273188
CHARGE NO. 28

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 5 MARCH
2008 AND CREATED BY KIERBECK LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO LEUMI ABL LIMITED ON ANY ACCOUNT WHATSOEVER
WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 8 MARCH 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 MARCH 2008



Companies House
— for the record —

P. well



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES