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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.

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



01456835

Name of company

*Loadpoint Limited (company number 1456835) (the "Borrower")

Date of creation of the charge

13 July 2009

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

Debenture (the "Debenture")

Amount secured by the mortgage or charge

All present and future monies, obligations and liabilities (including, without limitation, the Debt (being an amount of £377,769.93 by which the Borrower was indebted to the Lender as at 29 June 2009) and any rent payments) owed by the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, whether under or in connection with the Debt referred to in the Recitals to the debenture or the debenture (including, without limitation, those arising under clause 12.3) or otherwise together with all interest (including, without limitation, default interest) accruing in respect of such monies or liabilities (the "Secured Liabilities").

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

Whitehall Cricklade Limited (company number 614079) whose registered office is at Chelworth Industrial Estate, Cricklade, Swindon, Wiltshire
(the "Lender")

Postcode SN6 6HE

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

Rickerbys LLP
Ellenborough House,
Wellington Street
Cheltenham
GLOUCESTERSHIRE GL50 1YD
DX 7415 Cheltenham 1

Time critical reference

For official use (02/2006)
Mortgage Section

Post room

SATURDAY



PB2W8BN4

PC2

18/07/2009

93

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

All the assets, property and undertaking for the time being subject to the security interests created by the Debenture (the "Charged Property") as follows:

3. As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee:

- (a) charges to the Lender, by way of first legal mortgage, all the Properties listed in Schedule 1 (being []);
- (b) charges to the Lender, by way of first fixed charge:
 - (i) all Properties acquired by the Borrower in the future;
 - (ii) all present and future interests of the Borrower not effectively mortgaged or charged under the preceding provisions of this clause 3 in or over freehold or leasehold property;
 - (iii) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties;

(continued on the continuation sheet)

Please do not write in this margin

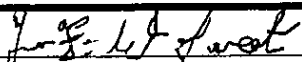
Please complete legibly, preferably in black type or bold block lettering

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

†Delete as appropriate

Particulars as to commission allowance or discount (note 3)

Signed



Date 13 JULY 2009

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

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

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Particulars of a mortgage or charge (continued)

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

Company number

01456835

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

Name of company

Loadpoint

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 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

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.

(continued from Form 395)

(iv) all licences, consents and authorisations, statutory or otherwise held or required in connection with the Borrower's business or the use of any Charged Property and all rights in connection with them;

(v) all present and future:

3.1.b.v.1 intellectual property (including, without limitation, all patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world);

3.1.b.v.2 goodwill; and

3.1.b.v.3 uncalled capital for the time being of the Borrower; and

(vi) all Equipment (being all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Borrower, including any part of it and all spare parts, replacements, modifications and additions); and

(c) charges to the Lender, by way of first floating charge, all the undertaking, property, assets and rights of the Borrower at any time not effectively mortgaged, charged or assigned pursuant to clause 3.1(a) and clause 3.1(b) of the Debenture.

The Debenture contains covenants at paragraph 12 of Schedule 3 as follows:

12. The Borrower will not without the prior written consent of the Lender do any of the following:

(a) (except in favour of the Lender) create or permit to arise or continue any Encumbrance affecting any of the Charged Property nor increase nor extend any liability of the Borrower secured on any of the Charged Property;

(b) dispose of the Charged Property charged by clauses 3(a) to 3(b) inclusive of the Debenture or, following conversion of the floating charge created by clause 3(c) of the Debenture to a fixed charge, the Charged Property charged by clause 3(c) of the Debenture; or

(c) dispose of the Charged Property charged by clause 3(c) of the Debenture other than in the ordinary course of business while the floating charge remains uncrystallised.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1456835
CHARGE NO. 3**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 13 JULY 2009
AND CREATED BY LOADPOINT LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
WHITEHALL CRICKLADE LIMITED ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 18 JULY 2009**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 JULY 2009



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**