

024470/52

COMPANIES FORM NO 395

M**Particulars of a mortgage or charge****395**

Pursuant to Section 395 of the Companies Act 1985

Please do not
write in
this marginPlease complete
legibly, preferably in
black type, or bold
block lettering* insert full name
of companyTo the Registrar of Companies
(Address overleaf – Note 5)

For official Use

Company Number

	9	
--	---	--

01630028

Name of Company

* MULTI MESH LIMITED

Date of creation of the charge

24th April 2008

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

DEBENTURE

Amount secured by the mortgage or charge

All the Company's liabilities to Ulster Bank Ireland Limited (the "Bank") of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Bank's charges and commission, Interest and Expenses

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

Ulster Bank Ireland Limited having its registered office at George's Quay, Dublin 2 and having an address for service in Northern Ireland at 11-16 Donegall Square East, Belfast

Postcode

BT1 5UB

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

ASMcC/LC/1046/6531/6

John McKee & Son

Solicitors

The Linenhall

32-28 Linenhall Street

Belfast

BT2 8BG

For official use

Mortgage Section

Post room

FRIDAY



AH0JSZKL

A15

09/05/2008

262

COMPANIES HOUSE

Time critical reference

Short particulars of all the property mortgaged or charged

- 1 By way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company,
- 2 By way of fixed charge -
 - (i) all estates or interests in any freehold and leasehold property at the date of the Debenture and in future vested in or charged to the Company except the property referred to in paragraph 1
 - (ii) all fixtures and fittings from time to time attached to any freehold and leasehold property of the Company,
 - (iii) all the plant and machinery of the Company present and future and all associated warranties and maintenance contracts,
 - (iv) all rents receivable from any lease granted out of any freehold and leasehold property of the Company,
 - (v) all the goodwill of the Company present and future
 - (vi) all the uncalled capital of the Company present and future
 - (vii) all other shares and other securities held by the Company from time to time in any subsidiary and all income and rights derived from or attaching to the same

Please see continuation Sheets 1-2

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

Date 7 May, 2008

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

† 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 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 agreement 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 are insufficient the particulars must be entered on the prescribed continuation sheet.
- 5 The address of the Registrar of Companies is -
Companies House, Crown Way, Cardiff, CF4 3UZ

CONTINUATION SHEET 1

(viii) all Intellectual Property Rights choses in action licences and claims of the Company present and future and the insurance policies and proceeds of any insurance from time to time affecting the Property "Intellectual Property Rights" include (without limitation) all rights in patents inventions copyrights design rights trademarks service marks database rights confidential information know-how domain names and business names

(ix) the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Bank or any third party

- 3 By way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under the Debenture or any other security present or future held by the Bank

The floating charge is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

Notes

- 1 The Debenture contains covenants by the Company with the Bank -

- (a) Not without the previous written consent of the Bank to create or permit to arise any mortgage charge or lien on any of the Company's property nor to dispose of any of the Company's property except that the property subject to the floating charge may be disposed of in the ordinary course of business
- (b) Not without the previous written consent of the Bank to grant or accept a surrender of any lease or licence of or part with or share possession or occupation of the Company's freehold and leasehold property or any part of it
- (c) To pay into the Company's account with the Bank and if more than one then into such account or into such account with another bank as the Bank may specify from time to time all money which the Company may receive in respect of the Company's book debts and other debts and not to deal with the Company's book debts and other debts otherwise than by collecting them in the ordinary course of the Company's business and in particular not to realise the Company's book debts and other debts by means of block discounting, factoring or the like

- 2 The Debenture gives the Bank power to appoint an Administrator

CONTINUATION SHEET 2

Definitions

Bank:	Ulster Bank Ireland Limited having its registered office at George's Quay, Dublin 2 and an address for service in Northern Ireland at 11-16 Donegall Square East, Belfast, BT1 5UB
Company:	Multi Mesh Limited registered in England and Wales under Company number 01630028 and having its registered office at Beaumont Road, Banbury, Oxfordshire OX16 1SD
Company's Obligations:	All the Company's liabilities to the Bank of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Bank's charges and commission Interest and Expenses
Expenses:	All expenses (on a full indemnity basis) incurred by the Bank or any Receiver at any time in connection with the Property or the Company's Obligations or in taking or perfecting this deed or in preserving defending or enforcing the security created by this deed or in exercising any power under this deed or otherwise with Interest from the date they are incurred
Interest	Interest at the rate(s) charged to the Company by the Bank from time to time
Property:	The whole and any part of the undertaking property and assets of the Company charged by Clause 1
Required Currency:	The currency or currencies in which the Company's Obligations are expressed from time to time



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

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

**COMPANY NO. 1630028
CHARGE NO. 9**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 24 APRIL 2008
AND CREATED BY MULTI MESH LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
ULSTER BANK IRELAND LIMITED ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 9 MAY 2008**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 MAY 2008



Companies House
— for the record —



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