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CHFP025

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in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

160714/91

395

A fee of £13 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

13

01816587

Name of company

* Westcoast Limited (the "Company")

Date of creation of the charge

30 November 2007

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

Guarantee and Debenture (the "Deed")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or
contingent, whether owed jointly or severally, as principal or as surety or
in any capacity whatsoever) of the Company to LTSBCF on any account
whatsoever and howsoever arising (including, without limitation, under the
Financing Documents) together with all Expenses (the "Secured Obligations")

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

Lloyds TSB Commercial Finance Limited (Company Number 733011) whose
registered office is at Boston House, Little Green, Richmond, Surrey,
("LTSBCF")

Postcode TW9 1QE

Presentor's name address and
reference (if any)

Hammonds

7 Devonshire Square

Cutlers Gardens

London

EC2M 4YH

AJW/JSRB/LLO 200-0136

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



AK0QWV9K

A39

06/12/2007

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COMPANIES HOUSE

1 1 The Company, as continuing security for the payment, discharge and performance of all the Secured Obligations in relation to all of the following assets whether as at the date of the Deed or in future belonging to the Company, in each case with full title guarantee

(a) **Fixed charges** charges to LTSBCF by way of separate fixed charges

- (i) by way of legal mortgage each property specified in Schedule 2 to the Deed,
- (ii) by way of equitable mortgage its Real Property, other than the property or properties specified in Schedule 2 to the Deed,

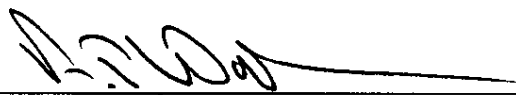
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Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

None

Signed



Date

5/12/07

On behalf of ~~XXXXXX~~ [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 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

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Particulars of a mortgage or charge (continued)

Please do not
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Continuation sheet No 1
to Form No 395 and 410 (Scot)

*Please complete
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bold block lettering*

Company Number

01816587

Name of Company

Westcoast Limited (the "Company")

XXXXXX
limited

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inappropriate

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

*Please complete
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in black type, or
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Please do not
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete
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in black type, or
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- (iii) all its Plant and Machinery listed in Schedule 3 to the Deed and the benefit of all its rights and claims against any person in respect of the design, construction, repair or replacement of the same,
 - (iv) all its Plant and Machinery other than that listed in Schedule 3 to the Deed and the benefit of all its rights and claims against any person in respect of the design, construction, repair or replacement of the same,
 - (v) all its goodwill, unpaid and/or uncalled capital,
 - (vi) all its Intellectual Property,
 - (vii) all its Securities,
 - (viii) all loan capital, indebtedness or liabilities on any account or in any manner owing to it from any member of the Company's Group,
 - (ix) all amounts realised by an administrator or liquidator of the Company upon enforcement or execution of any order of the court under Part VI of the Insolvency Act 1986,
 - (x) all its documents of title which at any time and for any purpose have been or may be deposited with the LTSBCF and the property mentioned in such documents,
 - (xi) all of its Non-Vesting Debts to the extent not effectively assigned by way of security under Clause 3 1(c) of the Deed,
 - (xii) all Related Rights pertaining to its Non-Vesting Debts,
 - (xiii) all of its Other Debts,
 - (xiv) all Related Rights pertaining to its Other Debts,
 - (xv) all monies in the accounts specified in Clause 4 2(a) of the Deed and in any other account in the name of the Company under the control of or operated in accordance with the directions of LTSBCF,
 - (xvi) to the extent that any Assigned Asset is not effectively assigned under Clause 3 1(c) of the Deed, by way of fixed charge such Assigned Asset
- (b) **Floating charge.** charges to LTSBCF by way of a floating charge all of its undertaking, property, rights and assets whatsoever and wheresoever, both present and future (including to the extent that any of such undertaking, property, rights and assets are not effectively charged from time to time by any of the above fixed charges or assigned by way of security under Clause 3 1(c) of the Deed),
- (c) **Assignments by way of security** assigns and agrees to assign by way of security to LTSBCF all its rights, title and interest in and to (a) the benefits arising under the Insurances, (b) the proceeds of sale of each property specified in Schedule 2 to the Deed (c) the Non-Vesting Debts, and (d) any contracts relating to or benefitting any of the Charged Assets

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Particulars of a mortgage or charge (continued)

Please do not
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Continuation sheet No 2
to Form No 395 and 410 (Scot)

*Please complete
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Company Number

01816587

Name of Company

Westcoast Limited (the "Company")

XXXXXX

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inappropriate

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

The Company agrees that whilst the Deed exists

- (1) **No disposals** without the prior written consent of LTSBCF it will not sell, transfer, assign, lease out, license, lend or otherwise dispose of the whole or any part of its Charged Assets or any interest therein (or agree to do so) save that it may dispose of Inventory by way of sale at arm's length terms for commercial value in the ordinary course of its business,
- (2) **Encumbrances:** it will ensure that no Encumbrances (other than liens arising by operation of law in the ordinary course of business and securing obligations not more than 60 days overdue) will arise on or after the date of this Deed in respect of its Charged Assets without the prior written consent of LTSBCF,
- (3) **Disposals:** it will not sell, discount, factor, create any Encumbrance over, dispose of or, except in accordance with this Deed, otherwise deal with its Other Debts or the relative Remittances,

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

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

*Please complete
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Company Number

01816587

Name of Company

Westcoast Limited (the "Company")

XXXXXX

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

Amount due or owing on the mortgage or charge (continued)

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

*Please complete
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The Company agrees that whilst the Deed exists

- (1) **No disposals** without the prior written consent of LTSBCF it will not sell, transfer, assign, lease out, license, lend or otherwise dispose of the whole or any part of its Charged Assets or any interest therein (or agree to do so) save that it may dispose of Inventory by way of sale at arm's length terms for commercial value in the ordinary course of its business,
- (2) **Encumbrances** it will ensure that no Encumbrances (other than liens arising by operation of law in the ordinary course of business and securing obligations not more than 60 days overdue) will arise on or after the date of this Deed in respect of its Charged Assets without the prior written consent of LTSBCF,
- (3) **Disposals** it will not sell, discount, factor, create any Encumbrance over, dispose of or, except in accordance with this Deed, otherwise deal with its Other Debts or the relative Remittances,

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

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

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Company Number

01816587

Name of Company

Westcoast Limited (the "Company")

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

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

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Definitions

Assigned Assets - means the Charged Assets expressed to be assigned pursuant to Clause 3 1 (c) of the Deed

Charged Assets - in relation to the Company, all its assets, rights and property (including its undertaking and revenues) the subject of any security created by, or pursuant to, the Deed and the proceeds of the disposal of the same

Customer the party under a Contract of Sale (as defined in the Deed) obliged to pay a DPA Client a Debt and, where the context so permits, a prospective Customer

Debt - any debt or other obligation (including any tax or duty), present, future or contingent, of a Customer under a Contract of Sale, together with where the context permits a part of a Debt

DPA Client each person, other than LTSBCF, which is a party to a DP Facility Agreement

DP Facility Agreements (a) the debt purchase agreement entered into between LTSBCF and Westcoast Limited dated 5 September 2003,

(b) the debt purchase agreement entered into between LTSBCF and Clarity Computer (Distribution) Limited dated 23 October 2006,

(c) the debt purchase agreement entered into between LTSBCF and XMA Limited dated on or about the date of the Deed and to which additionally Westcoast Limited, Clarity Computer (Distribution) Limited and Kelido Limited are party for the purposes of clause N of it

Encumbrances - Any mortgage, charge, pledge, trust, hypothecation, lien, or security interest of any kind or any retained title of any conditional vendor

Expenses - any of the following

(a) all reasonable banking, legal and other costs, charges, expenses and/or liabilities (including VAT thereon) paid or, if earlier, incurred, by or on behalf of LTSBCF or any Administrator (as defined in the Deed) or Receiver (as defined in the Deed), as the case may be, (in each case on a full indemnity basis)

(i) in relation to the Charged Assets,

(ii) in protecting, preserving, improving, enforcing or exercising (or considering, or attempting, any of the foregoing) any rights under or pursuant to any of the Financing Documents,

(iii) in procuring the payment, performance or discharge of the Secured Obligations, or

(iv) in stamping, perfecting or registering any of the Financing Documents (or any Encumbrance or assignment created or purported to be created pursuant thereto), and

(b) the principal amount of any borrowings, together with interest thereon, and all other reasonable expenses and liabilities of LTSBCF or any Administrator or Receiver (as the case may be) paid or incurred from time to time in relation to the exercise of any of their respective rights or powers referred to or contained in any of the Financing Documents

Facility Agreements the DP Facility Agreements and the Loan Facility Agreements

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Particulars of a mortgage or charge (continued)

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

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Company Number

01816587

Name of Company

Westcoast Limited ("the Company")

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

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

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Financing Documents - the following documents -

- (a) the Facility Agreements,
- (b) the Deed,
- (c) any assignment by way of security,
- (d) any agreement or instrument evidencing or creating an Encumbrance, guarantee, indemnity or other assurance against loss entered into by any Obligor (as defined in the Deed) in favour of LTSBCF,
- (e) any deed or agreement governing or regulating the priority of Encumbrances or regulating claims of an Obligor against any other Obligor or person liable to LTSBCF in respect of the Secured Obligations, and
- (f) any agreement, instrument, notice or certificate delivered or entered into in connection with any of the above

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Group - in relation to any company, that company, each of its holding companies (as defined in Section 736 of the Companies Act 1985) and all their Subsidiaries (and member of the Group will be construed accordingly)

Insurances - in relation to each Chargor (as defined in the Deed), each policy of insurance in which it is interested details of which are set out in Schedule 5, and any other policies of insurance in which such Chargor may now or hereafter have an interest and "Insurance" shall mean each one of the Insurances

Intellectual Property - in relation to each Chargor, all patents (including applications for and rights to apply for patents), trade marks and service marks (whether registered or not) and applications for the same, trade names, registered designs, design rights, semi-conductor topography rights, database rights, copyrights, computer programs, know-how and trade secrets and all other intellectual or intangible property or rights and all licenses, agreements and ancillary and connected rights relating to intellectual and intangible property including any renewals, revivals or extensions thereof and wherever in the world subsisting

Inventory - in relation to the Company, all inventory and stock now or hereafter acquired by such Chargor, wherever located, including all inventory or stock, merchandise, Goods (as defined in the Deed) and other personal property which are held by or on behalf of the Company for sale or lease

Loan Facility Agreements: (a) the loan agreement entered into between LTSBCF and Westcoast Limited dated 5 March 2007,

(b) the loan agreement entered into between LTSBCF and Kelido Limited dated 29 December 2006,

(c) the senior structured asset backed loan agreement entered into between LTSBCF and Kelido dated on or about the date of the Deed,

(d) the property loan agreement entered into between LTSBCF and XMA dated on or about the date of the Deed

Non-vesting Debts - in relation to a DPA Client, any Debt which either fails to vest absolutely or effectively in LTSBCF under the relevant DP Facility Agreement for any reason, including where the assignment of that Debt to LTSBCF is void or voidable (whether as between LTSBCF and such Chargor or as between LTSBCF and any third party)

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Particulars of a mortgage or charge (continued)

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Continuation sheet No 5
to Form No 395 and 410 (Scot)

*Please complete
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Company Number

01816587

Name of Company

Westcoast Limited (the "Company")

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

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

*Please complete
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Other Debts - in relation to each Chargor

- (a) all present and future book and other Debts due or owing to such Chargor, the proceeds of the same and all other moneys due and owing to such Chargor or which may become due and owing to it in the future,
- (b) all moneys (including accrued and accruing interest) from time to time standing to the credit of each present and future account of such Chargor with any bank, financial institution or other person and the debts represented thereby,
- (c) all present and future sums due or owing by way of grant, subsidy or refund by any person, body, authority or institution, and
- (d) the benefit of all rights, securities, Encumbrances, guarantees and other assurances against loss, indemnities of any nature whatsoever now or at any time enjoyed or held by it in relation to any of the Debts, proceeds, moneys or sums referred to in any of paragraphs (a), (b) or (c) above,

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but excluding, in the case of a Chargor whilst it is a DPA Client

- (a) Non-Vesting Debts, and

(b) any Debts whilst they remain vested in, or held on trust for, LTSBCF under the relevant DP Facility Agreement

Plant and Machinery - in relation to each Chargor, all now owned and hereafter acquired plant, machinery and other equipment (including the plant and machinery specified in Schedule 3 of the Deed) and other tangible personal property (except Inventory) wherever located and all spare parts, replacements, modifications and additions for or to the same and any manuals, logbooks or registration documents relating thereto

Related Rights - In relation to any Debt of a Chargor that is a DPA Client,

- (a) all rights under a Contract of Sale (as defined in the Deed),
- (b) all instruments (negotiable or non negotiable) securities, insurances, bonds, guarantees and indemnities relating to such Debt,
- (c) all ledgers, documents, computer or electronic data (including operating systems) recording or evidencing Debts,
- (d) all Goods (as defined in the Deed) returned to or repossessed by such DPA Client or rejected by a Customer

Remittances - in relation to any Chargor which is a DPA Client, all cash, cheques, bills of exchange, negotiable and non-negotiable instruments, letters of credit, electronic payments, BACS payments, CHAPS payments and any other form or instrument of payment received by LTSBCF, such DPA Client or its agents towards discharge of a Debt

Securities - in relation to the Company, all its stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe any of the same) whether marketable or otherwise (including those details which appear in Schedule 3 of the Deed) and all interests (including but not limited to loan capital) in any person, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest, or otherwise in respect thereof

Any other terms used shall have the meaning given to it in the Deed

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 01816587

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT
GUARANTEE & DEBENTURE DATED THE 30th NOVEMBER 2007 AND CREATED BY
WESTCOAST LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO LLOYDS TSB COMMERCIAL FINANCE 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 6th DECEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th DECEMBER 2007

P. Co's



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES