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in black type, or
bold block lettering

*insert full name
of Company

Ac0040098

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.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

3



01994643

Name of company

Bearing Traders Limited

Date of creation of the charge

4th December 2008

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

Debenture ("Debenture")

Amount secured by the mortgage or charge

The client covenants to discharge on demand all the Client's liabilities to RBS Invoice Finance Limited ("RBSIF") of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with RBSIF's charges and commission Interest (as defined in the Debenture) and Expenses (as defined in the Debenture) - such liabilities being defined as "Clients Obligations" in the Debenture

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

RBS Invoice Finance Limited whose registered office is at Smith House, Elmwood Avenue, Feltham, Middlesex TW13 7QD

Postcode

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

KS/L1800

66428/120046/14977811.1

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

FRIDAY



A23 *AXTAM5ST* 19/12/2008 8
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

As a continuing security for the discharge on demand of the Client's Obligations, the Client with full title guarantee charges to RBSIF:

1. By way of legal mortgage all the freehold and leasehold property now vested in or charged to the Client
2. By way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Client except the property charged by clause 1 (ie that referred to in paragraph 1 above)
3. By way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Client
4. By way of fixed charge all plant and machinery of the Client present and future and all associated warranties and maintenance contracts
5. By way of fixed charge all rents receivable from any lease granted out of any freehold and leasehold property of the Client
6. By way of fixed charge all the goodwill of the Client present and future
7. By way of fixed charge all the uncalled capital of the Client present and future

continued.....

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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

5-12-08

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

A fee 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 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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Company number

0994643

Name of company

*insert full name
of Company

Bearing Traders 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)

Addendum 3/4

3. Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

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

8. By way of fixed charge all stocks shares and other securities held by the Client from time to time in any subsidiary and all income and rights derived from or attaching to the same

9. By way of fixed charge all Intellectual Property Rights chooses in action licences and claims of the Client present and future and the insurance policies and proceeds of any insurance from time to time affecting the Property (as defined in the Debenture). "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

10. By way of fixed charge the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any future transaction or treasury instrument made with RBSIF or any third party

11. By way of fixed charge all Fixed Charge Debts (as defined in the Debenture)

12. By way of fixed charge the Related Rights (as defined in the Debenture) of all Fixed Charge Debts (as defined in the Debenture)

13. By way of floating charge all the undertaking and all property assets and rights of the Client present and future not subject to a fixed charge under this deed or any other security present or future held by RBSIF

Notes:

1. The Debenture also provides that the Client will not without the previous written consent of RBSIF:

1.1 Create or permit to arise any mortgage charge or lien on the Property

1.2 Dispose of the Property charged by clauses 1.1 to 1.12 inclusive of the Debenture (ie those referred to in paragraphs 1 to 12 above)

1.3 Accept payment in advance of a call for or call up any uncalled capital

1.4 Dispose of the Property charged by clause 1.13 of the Debenture (ie that referred to in paragraph 13 above) other than in the

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* Bearing Traders Limited

ordinary course of business

1.5 Grant or accept a surrender of any lease or licence of or part with or share possession or occupation of its freehold and leasehold property or any part of it

2. If RBSIF does consent to the creation of a mortgage or charge on the Property it may require a priority agreement or deed with the mortgagee or chargee

3. In the Debenture "Property" is defined as the whole and any part of the undertaking property and assets of the Client charged by clause 1 of the Debenture (ie those referred to in paragraphs 1 to 13 above)



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1994643
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 4 DECEMBER
2008 AND CREATED BY BEARING TRADERS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO RBS INVOICE FINANCE LIMITED ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 19
DECEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 DECEMBER
2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES