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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.

CHFP025

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

171241

13

03292923

Name of company

* Bodycove Limited (the 'Chargor')

Date of creation of the charge

9 January 2008

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

A debenture made between, amongst others, (1) the Chargor and (2) Octopus Investments Limited ('Security Trustee') and dated 9 January 2008 (the 'Debenture')

Amount secured by the mortgage or charge

All and any amounts of any kind now or in the future due and payable by the Chargor to the Finance Parties under or in connection with the Finance Documents whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon except for any money or liability which, if it were so included, would cause the infringement of sections 151 and 152 of the Companies Act 1985 (the "**Secured Liabilities**")

Please refer to addendum 4/4 for defined terms

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

Octopus Investments Limited having its registered office at 8 Angel Court London in its capacity as security trustee for the Finance Parties

Postcode EC2R 7HP

Presenter's name address and reference (if any)

Nabarro
Lacon House
84 Theobald's Road
London
WC1X 8RW

Ref AA/MOD/BLS/54366997

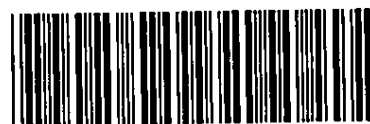
Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

WEDNESDAY



LTG9AWEN

LD4

16/01/2008

12

COMPANIES HOUSE

1. Fixed Charges

The Chargor, as security for the payment of the Secured Liabilities, charged in favour of the Security Trustee with full title guarantees the following assets, both present and future, from time to time owned by them or in which it has an interest

1 1 by way of first fixed charge

- (a) The properties vested in it and described in Schedule 1 (The Properties) together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein,
- (b) All other freehold and leasehold property vested in it both present and future together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein,
- (c) All plant, machinery, vehicles and other equipment now or hereafter owned by the Chargor together with the benefit of any obligations and warranties given by the manufacturer or supplier of such plant, machinery or other equipment and the benefit of

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)

None

Signed Nabarro (BLS)

Date 16 01 08

On behalf of ~~[company]~~ [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

Name of company

*insert full name
of Company

* Bodycove Limited (the 'Chargor')

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 description of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

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

all maintenance agreements entered into between the Chargor and any other person in respect of such plant, machinery and other equipment,

- (d) All Investments now or hereafter beneficially owned by the Chargor, and all dividends, interest and other distributions paid or payable in respect thereof,
- (e) All Negotiable Instruments of the Chargor,
- (f) The benefit of all present and future licences (statutory or otherwise) held in connection with the business of the Chargor or the user of any property the subject of the security created by or pursuant to the Debenture and the right to recover and receive all compensation which may at any time become payable to the Chargor in respect thereof,
- (g) All licences and patents (including applications and the rights to apply therefore), copyrights, rights in trademarks whether registered or not, trade names, rights in service marks whether registered or not, registered designs, know-how and rights in confidential information now or at any time belonging to the Chargor,
- (h) The goodwill and the uncalled capital of the Chargor both present and future,
- (i) The debts due or owing to the Chargor both present and future (whether or not the sum is such as would in the ordinary course of business be entered in the books relating to such business), and
- (j) All benefits in respect of all contracts and policies of insurance (including, for the avoidance of any doubt, all cover notes) which are from time to time taken out by or (to the extent of such interest) in which the Chargor has an interest including, without limitation, keyman policies (if any) in respect of the lives of directors, officers or employees of the Chargor

2 Floating Charge

As further security for the payment of the Secured Liabilities, the Chargor charged with full title guarantee in favour

Name of company

*insert full name
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* Bodycove Limited (the 'Chargor')

of the Security Trustee by way of first floating charge all its present and future assets not effectively charged by way of first fixed charge under **clause 1** (Fixed Charges)

3 Negative Pledge

Save as permitted by the Investment Agreement, the Chargor will not create or agree to create or permit to subsist any Security Interest over all or any part of the Charged Property

4 CONTINUING SECURITY

4.1 Continuing Security

This security is to be a continuing security and will extend to the ultimate balance of the Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities subject to the Intercreditor Agreement

4.2 Other Security

This security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or other right which the Security Trustee may now or after the date of this deed hold for any of the Secured Liabilities, and this security may be enforced against the Chargor without first having recourse to any other rights of the Security Trustee

The Debenture contains covenants for further assurances

Definitions

"Borrower" means **PROJECT TRISTAR LIMITED** (incorporated and registered in England and Wales under company registration number 06434912), the registered office of which is at Unit 1, Horton Road, West Drayton, UB7 8BQ,

"Charged Property" means the assets mortgaged, charged or assigned to the Finance Parties by the Debenture,

"Finance Documents" means the Loan Stock, Loan Stock Instrument, the Debenture and any other document designated as a Finance Document by the Chargor and the Security Trustee,

"Finance Parties" means the holders of the Loan Stock from time to time,

"Intercreditor Agreement" means the intercreditor agreement to be entered into between the (1) Project Tristar Limited, (2) Barclays Bank Plc, (3) The Investors (as defined therein), and (4) the Loan Note Holders (as defined therein),

"Investment Agreement" means the agreement dated on or around the date of the Debenture and made between amongst others (1) Octopus Nominees Limited and (2) Octopus Investments Limited,

"Investments" means shares, stocks, warrants, options and all rights or other property of a capital nature which accrue or are offered issued or paid at any time in respect of such shares, stock, warrants and options,

"Loan Stock" means the Loan Stock issued pursuant to the Loan Stock Instrument,

"Loan Stock Instrument" means the Loan Stock Instrument constituting £3,892,000 secured loan stock due 2012 and

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executed by the Borrower on or about the date of the Debenture,

"Negotiable Instruments" means all bills of exchange, promissory notes and other negotiable instruments of any description beneficially owned now or hereafter by the Chargor,

SCHEDULE 1 The Properties means

- 1 Leasehold of Units 1&2 Horton Road, West Drayton, Middlesex, UB7 8BQ
- 2 Leasehold of Beeches Yard, West Drayton,

"Security Interest" means any mortgage, charge, pledge, lien, right of set off or any security interest, however created or arising

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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 03292923

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 9th JANUARY 2008 AND CREATED BY BODYCOVE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE FINANCE PARTIES 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 16th JANUARY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st JANUARY 2008

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Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES