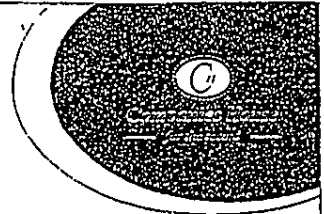


MG01

Particulars of a mortgage or charge

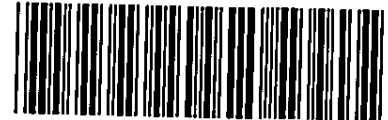
V056238/13



A fee is payable with this form
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

- ☒ What this form is for
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland
- ☒ What this form is NOT for
You cannot use this form to
particulars of a charge for a
company. To do this, please
form MG01s

SAT SATURDAY



A11IL3PL
A39 28/01/2012 #34
COMPANIES HOUSE
A110E6HU
A41 21/01/2012 #205
COMPANIES HOUSE

1 Company details

Company number 05762369
Company name in full ALLIED LIGHTING LIMITED

For official use
Filing in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by

2 Date of creation of charge

Date of creation 20 01 2012

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description ALL ASSETS DEBENTURE (THE "DEBENTURE")

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured All monies and liabilities at the date of the Debenture or at any time
thereafter becoming due, owing or incurred by the Company to
Venture Finance Plc trading as Venture Factors ("VF") in any manner
actually or contingently, solely or jointly, as principal or surety and
whether or not VF shall have been an original party to the relevant
transaction, including without limitation under the Finance
Agreements (as defined in the Debenture) together with interest (as
well as before judgment or demand) and all legal, administrative
and other charges, costs, expenses and payments incurred by VF in
relation to the preparation, negotiation, entry into or performance of
the Debenture or in enforcing the security created by it on a full
indemnity basis

Continuation page
Please use a continuation page if
you need to enter more details

MG01

Particulars of a mortgage or charge

5	Mortgagee(s) or person(s) entitled to the charge (if any)	
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	
Name	VENTURE FINANCE PLC trading as VENTURE FACTORS	
Address	Sheencroft House, 10-12 Church Road	
	Haywards Heath, West Sussex	
Postcode	R H 1 6 3 S N	
Name		
Address		
Postcode		

Continuation page
Please use a continuation page if
you need to enter more details

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1 By way of legal mortgage all freehold and leasehold property vested in the Company at the date of the Debenture including that specified in Schedule 2 to the Debenture together with all buildings, structures, fixtures and fittings (including trade and tenant's fixtures) now or hereafter thereon ("the Legally Mortgaged Property")</p> <p>2 By way of fixed charge -</p> <p>(a) all future freehold and leasehold property of the Company together with all buildings, structures, fixtures and fittings (including trade and tenant's fixtures) at the date of the Debenture or thereafter thereon ("the Equitably Charged Property"),</p> <p>(b) all fixed plant and machinery at the date of the Debenture or thereafter in, on or attached to the Legally Mortgaged Property and/or the Equitably Charged Property and all spare parts, replacements, modifications for or to the same and the benefit of all obligations and warranties given by any manufacturer or supplier of the same to or in favour of the Company and the benefit of all maintenance agreements relating thereto entered into between the Company and any third party,</p> <p>(c) all plant, machinery and equipment and all spare parts, replacements and modifications for or to the same specified in Schedule 3 to the Debenture and the benefit of all obligations and warranties given by any manufacturer or supplier of the same to or in favour of the Company and the benefit of all maintenance agreements relating thereto entered into between the Company and any third party</p> <p>(d) all plant, machinery and equipment and all spare parts replacements and modifications for or to the same other than those specified in (b) and (c) above at the date of the Debenture or thereafter owned by the Company and the benefit of all obligations and warranties given by any manufacturer or supplier of the same to or in favour of the Company and the benefit of all maintenance agreements relating thereto entered into between the Company and any third party (but excluding any which is plant, machinery or equipment forming part of the Company's stock in trade or work in progress)</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(e) all Debts (as defined in the Debt Purchase Agreement which is defined in the Debenture) intended to but which do not for any reason vest absolutely and effectively in VF together with the Related Rights (as defined in the Debt Purchase Agreement) to such Debts (the "Non-Vesting Debts").

(f) all present and future book and other debts of the Company, all monies from time to time standing to the credit of any account of the Company and all other monies whether arising under contracts or in any other manner, due, owing or incurred to the Company (and including any owing by VF to the Company) other than Debts absolutely and effectively vested in or held on trust for VF under the Debt Purchase Agreement and Non-Vesting Debts (the "Other Debts").

(g) all the goodwill and uncalled capital of the Company,

(h) all stocks, shares, bonds and securities of any kind present and future legally or beneficially owned by the Company and all dividends and other rights relating thereto,

(i) all present and future patents, patent applications, trademarks and service marks (whether registered or not) design rights (whether registered or not), copyrights and all other intellectual property rights whatsoever and all rights relating thereto (including, without limitation, by way of licence) legally or beneficially owned by the Company


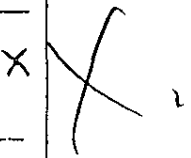
(j) all benefits relating to all present and future contracts and policies of insurance from time to time taken out by or on behalf of the Company or (to the extent it has) in which the Company has an interest and all claims and returns of premium relating thereto,

3 By way of floating charge the undertaking and all property and assets of the Company present and future including any charged by way of specific charge as referred to in 1 and 2 above if and to the extent that such charges fail as specific charges ("the Floating Charge Property"), each of which shall hereafter be collectively referred to as the "Charged Property"

The Debenture contains a restriction that the Company will not without VF's prior written consent create or purport or attempt to create or permit to subsist any mortgage or fixed or floating charge pledge, lien, assignment or other encumbrance or security (save a lien arising by operation of law in the ordinary course of business) upon the Charged Property nor sell, transfer lease licence part with possession, dispose of or grant any interest in or relating to all or any part of the Charged Property save that the Floating Charge Property may be disposed of by way of sale at full value in the ordinary course of business as carried on at the date of the Debenture and the plant machinery and equipment charged as referred to in 2 (b), (c) and (d) above may be replaced, modified repaired or maintained for the sole purpose of immediate replacement, modification, repair and/or maintenance

MG01

Particulars of a mortgage or charge

<p>7</p> <p>Commission allowance or discount</p>	<p>Particulars as to commission, allowance or discount (if any)</p> <p>Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his</p> <ul style="list-style-type: none"> subscribing or agreeing to subscribe, whether absolutely or conditionally, or procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p> <p>NONE</p>	
	<p>8</p> <p>Delivery of instrument</p> <p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)</p> <p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)</p>	
<p>9</p> <p>Signature</p>	<p>Signature</p> <p>Please sign the form here</p> <p>Signature </p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

MG01

Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name

Company name

VENTURE FINANCE PLC

Trading as VENTURE FACTORS

Address

SHEENCROFT HOUSE

10-12 CHURCH ROAD

Post town

HAYWARDS HEATH

County/Region

WEST SUSSEX

Postcode

R H 1 6 3 S N

Country

ENGLAND

DX

Telephone

01444 441717



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register
- ☒ You have included the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road
Belfast, Northern Ireland, BT1 3BS
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 5762369
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ALL ASSETS DEBENTURE
DATED 20 JANUARY 2012 AND CREATED BY ALLIED
LIGHTING LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO VENTURE FINANCE
PLC TRADING AS VENTURE FACTORS ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 28 JANUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 FEBRUARY
2012

2



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES