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COMPANIES FORM No 395

395

CHFP010

Please do not write in
this margin

Particulars of a mortgage or charge

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

COMPANIES HOUSE

Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies
(address overleaf - note 6)

For official use

Company Number

Name of company

211

6380200

* Insert full name of
company

* PIMCO (B1) LIMITED (the "Chargor")

Date of creation of the charge

02 November 2007

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

DEBENTURE

Amount secured by the mortgage or charge

The Chargor's obligations to the Lender to pay the agreed deferred
consideration in relation to the purchase of the shares as defined in
clause 3 of the share purchase agreement entered into between the Lender
and Pimco (B1) Limited dated on or around 2 November 2007, being a sum of
£400,000 together with any interest payable thereon

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

WEST REGISTER (INVESTMENTS) LIMITED (the "Lender")

24/25 ST ANDREW SQUARE

EDINBURGH

Postcode EH2 2YE

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

DHC/West 02-02
MBM Commercial LLP
107 GEORGE STREET
EDINBURGH
EH2 3ES

For official use (02/06)

Mortgage Section

Post room

WEDNESDAY



S6EIVUUD

SCT

21/11/2007

1953

COMPANIES HOUSE

Time critical reference

Short particulars of all the property mortgaged or charged

Please do not write in this margin

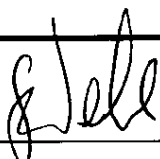
Please complete legibly, preferably in black type, or bold block lettering

SEE PAPER APART

Particulars as to commission, allowance or discount (note 3)

A fee is payable to Companies House in respect of each register entry for a mortgage or charge (See Note 5)

Signed



Date

2/11/07

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 situate in Scotland or Northern Ireland) and Form 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 are to be made payable to **Companies House**
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ DX 33050 Cardiff

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

Continuation sheet No ¹
to Form No 395 and 410 (Scot)

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

Company number

6380200

* delete if
inappropriate

Name of company

PIMCO (B1) LIMITED ("the Chargor")

Limited *

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

As a continuing security for the discharge and payment of the Chargor's obligations to pay to the Lender a sum of £400,000 (together with any interest payable thereon) as deferred consideration pursuant to a share purchase agreement entered into between the Lender and Pimco (B1) Limited dated 2 November 2007, the Chargor charges to the Lender

1 by way of legal mortgage all the freehold and leasehold property now vested in or charged to the Chargor,

2 by way of fixed charge all estates or interests in any freehold and leasehold property (present and future) vested in or charged to the Chargor, except the property charged by clause 1 above,

3 by way of fixed charge all rents receivable from any lease granted out of any Real Property (being all the freehold and leasehold property, whether present or future, vested in or charged to the Chargor or in which it otherwise has an interest),

4 the benefit of all covenants and rights relating to the Real Property and the benefit of all easements serving or relating to such property,

5 by way of fixed charge all fixtures and fittings from time to time attached to any Real Property to the extent that they are not subject to a charge under clauses 1 or 2 above,

6 by way of fixed charge all the plant, machinery, vehicles and computer equipment of the Chargor (present and future) not regularly disposed of in the ordinary course of business together with all right, title and interest of the Chargor under any agreements relating to the purchase, lease, hire purchase or maintenance of the same,

7 by way of fixed charge all furniture, furnishings, equipment, tools and other chattels of the Chargor (present and future) not regularly disposed of in the ordinary course of business together with all right, title and interest of the Chargor under any agreements relating to the purchase, lease or hire-purchase of the same,

8 by way of fixed charge the benefit of all licences, consents and all authorisations held or utilised by the Chargor (present and future) in connection with its business or the use of any of its assets,

9 by way of fixed charge all the goodwill and uncalled capital of the Chargor (present and future),

10 by way of fixed charge all the Securities not regularly disposed of in the ordinary course of business,

11 by way of fixed charge all choses in action, claims and intellectual property rights (including contract rights in patents, inventions, copyrights, design rights, trademarks, service marks, database rights, confidential information, know-how domain names and business names) of the Chargor (present and future),

12 by way of fixed charge all the Debts (being all book and other debts of the Chargor whether present or future, all other monies due and owing to the Chargor whether present or future and the benefit of all rights, securities or guarantees in respect of such book and other debts) and the proceeds of payment or realisation of each of them until the payment of such proceeds into the Proceeds Account in accordance with clause 10 of the Debenture,

13 by way of fixed charge all funds standing to the credit of the Chargor from time to time on any account with any bank or financial institution,

14 by way of fixed charge all negotiable instruments at any time drawn, issued or endorsed in favour of, or held by or on behalf of, the Chargor,

15 by way of fixed charge the proceeds of each policy of insurance (present and future) issued in relation to the assets charged/assigned to the Lender under the Debenture, and

16 by way of floating charge all the undertaking and all property, assets and rights of the Chargor (present and future) wherever situate not from time to time subject to a mortgage or fixed charge or assignment under the Debenture

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 06380200

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 2nd NOVEMBER 2007 AND CREATED BY PIMCO (B1) LIMITED FOR SECURING £400,000 00 DUE OR TO BECOME DUE FROM THE COMPANY TO WEST REGISTER (INVESTMENTS) LIMITED 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 21st NOVEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th NOVEMBER 2007.

Pangels



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES