

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

236128/13

395

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

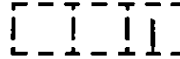
Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

Name of company



06807510

Please do not
write in
this margin

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

*insert full name
of Company

* XSMG World Ltd, registered office at Unit 1A.1 North Road, Marchwood
Industrial Park, Marchwood, Southampton, Hampshire, SO40 0BL "the Tenant"

Date of creation of the charge

20 July 2009

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

26 Rent Deposit Agreement "the Deed"

Amount secured by the mortgage or charge

1 The payment of all sums, whether actual or contingent, required for one or more of the following:

7 1.1 to make good any loss or damage to the Landlord arising from any breach by the Tenant of the Covenants;

1.2 to make good any dilapidation to the premises at the end of the Lease;

1.3 to make good any loss or damage to the Landlord arising from any breach by the Tenant of the terms of the Deed;

Continued on page 2

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

Stanelco Plc whose registered office is at Starpol Technology Centre North Road, Marchwood, Southampton, Hampshire (Company Registration No. 01873702) ("the Landlord")

Postcode SO40 4BL

Presentor's name address and
reference (if any):

Bond Pearce LLP
Oceana House
39-49 Commercial Road
Southampton
SO15 1GA

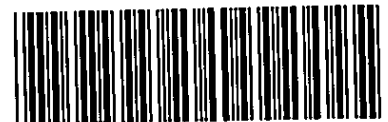
Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

FRIDAY



A09

A00TJBT2

24/07/2009

143

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

2 The Tenant with full title guarantee and as continuing security for the Secured Liabilities charges the Balance by way of first fixed equitable charge to the Landlord as a continuing security for the payment and discharge of the Secured Liabilities.

3 The Tenant will not create any other legal or equitable charge (whether fixed or floating), lien or encumbrance over the Balance whether ranking in priority to or equal with the security created by the Deed.

Definitions

Account means an account opened in the name of the Landlord with the Bank with account number 10081173.

Balance means the balance from time to time standing to the credit of the Account.

Continued on page 4 of continuation sheet 1

Please do not write in this margin

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

95

Particulars as to commission allowance or discount (note 3)

NIL

Signed Bond Pearce LLP

Date 23 July 2009

On behalf of [company] ~~XXXXXXXXXXXX~~ †

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 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

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

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

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

Company Number

06807510

Name of Company

XSMG World Ltd ("the Tenant")

~~XXXXXX~~

* delete if
inappropriate

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

1.4 to make good any loss or damage to the Landlord arising from an Event of Default, including any sums for which the Landlord is entitled to prove in the winding up or bankruptcy of the Tenant whether or not following a disclaimer of the Lease;

1.5 to pay all legal and other costs, charges and expenses properly incurred by the Landlord in paragraph 1.1 to 1.4 above;

("The Secured Liabilities")

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

Please do not
write in this
binding margin

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

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

Bank means the Landlord's bank or the bank of the Landlord's managing agents or such other bank as the Landlord may from time to time direct.

Covenants means the obligations and conditions in the Lease to be complied with by a tenant of the Lease, including the obligation to pay the rent.

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

Event of Default means one or more of the following events:

(a) the disclaimer of the Lease by the Crown or by a liquidator or trustee in bankruptcy of the Tenant;

(b) if the Tenant is a company, the Tenant is struck off the register of companies or otherwise ceases to exist; and

(a) the forfeiture of the Lease.

Lease means a lease of the Premises dated the same date as the Deed made between (1) the Landlord and (2) the Tenant together with any documents varying or supplemental or ancillary to it.

Premises means the premises known as Building 1A.1 Marchwood Industrial Estate, Marchwood, Southampton, SO40 4BL described in more detail in the Lease.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6807510
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A RENT DEPOSIT DEED DATED 20
JULY 2009 AND CREATED BY XSMG WORLD LTD FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO STANELCO PLC 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 24 JULY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 JULY 2009

pluch



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES