

M

CHFP025

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

\*insert full name  
of Company

COMPANIES FORM No. 395

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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

112

0213629

Name of company

\* ROM Limited (the "Company")

Date of creation of the charge

3 July 2009

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

os Debenture (the "Debenture")

Amount secured by the mortgage or charge

ou As specified in Appendix 1 to this form

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

HSBC Invoice Finance (UK) Limited  
21 Farncombe Road, Worthing, Sussex ("HIF")

Postcode BN11 2BW

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

Eversheds LLP  
Eversheds House, 70 Great  
Bridgewater Street,  
Manchester  
M1 5ES

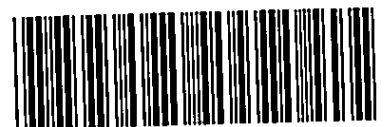
DEMPSEC/ROM Ref: 770542/1

Time critical reference

For official Use (06/2005)  
Mortgage Section

Post room

THURSDAY



PC1 09/07/2009 973  
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

As specified in Appendix 2 to this form

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)

Nil

Signed

*E. Edwards*

Date

*6/8/07*

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

## **APPENDIX 1**

### **ROM Limited (Company Number 0213629)**

#### **Amount secured by the mortgage or charge**

1. All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Company to HIF (including all monies covenanted to be paid under the Finance Documents).

**("the Secured Obligations").**

#### **Definitions**

In Appendix 3 to this form

## **APPENDIX 2**

### **ROM Limited (Company Number 0213629)**

#### **Short particulars of the property mortgaged or charged**

1. The Company charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by the Company, or in which it from time to time has an interest:
  - (a) by way of first fixed charge all Charged Securities referred to in part 1 of the schedule to this form (part 1 of schedule 2 (*Details of Security Assets*) of the Debenture), if any;
  - (b) by way of first fixed charge all Securities Rights relating to Charged Securities referred to in part 1 of the schedule to this form (part 1 of schedule 2 (*Details of Security Assets*) of the Debenture);
  - (c) by way of first fixed charge all Charged Securities not referred to in part 1 of the schedule to this form (part 1 of schedule 2 (*Details of Security Assets*) of the Debenture), if any;
  - (d) by way of first fixed charge all Securities Rights relating to Charged Securities not referred to in part 1 of the schedule to this form (part 1 of schedule 2 (*Details of Security Assets*) of the Debenture);
  - (e) by way of first fixed charge all Non-Vesting Domestic Debts and their proceeds now or in the future owing to the Company;
  - (f) by way of first fixed charge all Associated Rights relating to any Non-Vesting Domestic Debts;
  - (g) by way of first fixed charge all Non-Vesting Export Debts and their proceeds now or in the future owing to the Company;
  - (h) by way of first fixed charge all Associated Rights relating to any Non-Vesting Export Debts;
  - (i) by way of first fixed charge the benefit of all contracts, licences and warranties relating to the Inventory;
  - (j) by way of first fixed charge all Intellectual Property owned by the Company relating to the Inventory;
  - (k) to the extent that any Assigned Asset is not effectively assigned under paragraph 2 below (clause 5.2 of the Debenture), by way of first fixed charge, such Assigned Asset;

(l) by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture):

- (i) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of such Company; and
- (ii) any letter of credit issued in favour of such Company and all bills of exchange and other negotiable instruments held by it,

in each case relating to the Debts and the Inventory.

2.

(a) Each Company assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to:

- (i) the Credit Insurance Policy, all claims under the Credit Insurance Policy and the proceeds of the Credit Insurance Policy; and
- (ii) the Inventory Insurance Policy, all claims under the Inventory Insurance Policy and the proceeds of the Inventory Insurance Policy.

(b) To the extent that any Assigned Asset described in paragraphs 2(a)(i) and 2(a)(ii) above (clause 5.2 (a) (i) and 5.2(a)(ii) of the Debenture), is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the relevant Company to any proceeds of the relevant insurance.

3. The Company charges and agrees to charge by way of first floating charge all of its present and future:

- (a) assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge or assigned pursuant to paragraphs 1 and 2 above (clause 5.1 and clause 5.2 of the Debenture) or any other provision of the Debenture; and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.

#### **Note**

4. Pursuant to the terms of the Debenture, the Company shall not do or agree to do any of the following without the prior written consent of HIF:

- (a) create or permit to subsist any Security Interest on any Security Asset except a Security Interest which is permitted by the Asset Based Lending Agreement;

- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset except a disposal which is permitted by the Asset Based Lending Agreement and the sale at full market value of stock-in-trade in the usual course of trading as conducted by the Company at the date of this Debenture.

### **Definitions**

In Appendix 3 to this form

## APPENDIX 3

### ROM Limited (Company Number 0213629)

#### Definitions

<b>"Asset Based Lending Agreement"</b>	means the Asset Based Lending Agreement dated 3 July 2009 and made between (1) the Companies and (2) HIF pursuant to which HIF agree to make certain facilities available to the Companies
<b>"Assigned Assets"</b>	means the security asset expressed to be assigned pursuant to paragraph 2 of appendix 2 (clause 5.2 ( <i>security assignment</i> ) of the Debenture)
<b>"Associated Right"</b>	is as defined in the Asset Based Lending Agreement
<b>"Companies"</b>	means together ROM Limited (company number 0213629), ROMTECH Limited (company number 03719493) and RFA-TECH Limited (company number 01344934)
<b>"Charged Securities"</b>	<p>means</p> <p>(a) the Securities if any referred to in part 1 of schedule 1 of this form (part 1 of schedule 2 (<i>details of security assets</i>) of the debenture); and</p> <p>(b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates and deposit or other securities or investments (<i>as defined in part II of schedule II to the Financial Services and Markets Act 2000 and enforced at the date of the Debenture</i>) now or in the future owned (legally or beneficially) by the Company, held by a nominee on its behalf or in which such Company has an interest at any time</p>
<b>"Credit Insurance Policy"</b>	means the Credit Insurance Policy, if any, the details of which are specified in part 2 of the schedule below (part 2 of schedule 2 ( <i>details of security assets</i> ) of the Debenture) if any, and all cover notes relating to that policy and any other policy of insurance which may replace that policy of insurance
<b>"Customer"</b>	is as defined in the Asset Based Lending Agreement
<b>"Debt"</b>	is as defined in the Asset Based Lending Agreement
<b>"Export Debt"</b>	means a Debt the Customer in relation to which is located outside England & Wales, Scotland and/or Northern Ireland

<b>"Finance Document"</b>	is as defined in the Asset Based Lending Agreement
<b>"Inventory"</b>	is as defined in the Asset Based Lending Agreement
<b>"Inventory Insurance Policy"</b>	means the Inventory Insurance Policy, the details of which are specified in part 3 of the schedule below (part 3 of schedule 2 ( <i>details of security assets</i> ) of the Debenture) if any, and all cover notes relating to that policy and any other policy of insurance which may replace that policy of insurance
<b>"Non-Vesting Debts"</b>	means Non-Vesting Domestic Debts or capitals or Non-Vesting Export Debts and "Non-Vesting Debt" means any one of them Non-Vesting Domestic Debts
<b>"Non-Vesting Domestic Debts"</b>	means any debt (other than an export debt) proportionately assigned to HIF pursuant to the Asset Based Lending Agreement but for just not for any reason absolutely and effectively in HIF
<b>"Non-Vesting Export Debt"</b>	means any Export Debt proportionately assigned to HIF pursuant to the Asset Based Lending Agreement for which does not, for any reason, vest absolutely and effectively in HIF
<b>"Securities Rights"</b>	means in relation to any Charged Security <ul style="list-style-type: none"> <li>(a) all dividends, distributions and other income paid or payable on the relevant Charged Security or any asset referred to in (paragraph b) of this definition; and</li> <li>(b) all rights, monies or property occurring or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference or under option rights or otherwise</li> </ul>
<b>"Security Assets"</b>	means all property and assets from time to time mortgage charged or assigned (or expressly mortgaged, charged or assigned) by or pursuant to the Debenture

## **SCHEDULE**

### **Details of Security Assets**

#### **Part 1 - Charged Securities**

**Intentionally left blank**

#### **Part 2 - Credit Insurance Policy**

<b>Insurer</b>	<b>Insured risks</b>	<b>Policy number</b>
Credit Indemnity & Financial Services	Insured against the risk that ROM Limited's Insured Customers becomes insolvent or otherwise defaults and fails to pay amounts owed. In order for a customer to be an Insured Customer they must have an Insured Credit Limit which has been agreed by Credit Indemnity & Financial Services (each defined term in this paragraph is as defined in the Credit Insurance Policy)	692

#### **Part 3 - Inventory Insurance Policy**

<b>Insurer</b>	<b>Insured risks</b>	<b>Policy number</b>
Generali Global Risk	Material Damage, Money Extension and Business Interruption (each defined term in this paragraph is as defined in the Inventory Insurance Policy)	08/DM03948/291



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 213629  
CHARGE NO. 12**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 3 JULY 2009  
AND CREATED BY ROM LIMITED FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM THE COMPANY TO HSBC  
INVOICE FINANCE (UK) LIMITED ON ANY ACCOUNT  
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1  
PART XII OF THE COMPANIES ACT 1985 ON THE 9 JULY 2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 JULY 2009**



*Companies House*  
— for the record —



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**