

642473/104

In accordance with
Section 860 of the
Companies Act 2006

MG01

Particulars of a mortgage or charge


Companies House
for the record

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

Please return
via
CH London Counter

☒ **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
register particulars of a charge for
company. To do this, please
use form MG01s

FRIDAY



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11/02/2011

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COMPANIES HOUSE

1 Company details

Company number 0754171
Company name in full Bowens International Limited (the **Chargor**)

→ **Filling 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 01/02/2011

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 Supplemental debenture to the Debenture (the **Supplemental Debenture**)

4 Amount secured

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

Amount secured All present and future obligations and liabilities, whether actual or
contingent and whether owed jointly or severally or in any other
capacity whatsoever of each Loan Party to the Secured Parties (or
any of them) under the Finance Documents including, without
limitation, the Obligations (the **Secured Liabilities**)

Note Capitalised terms not defined on this page are defined in the
MG01 continuation sheets attached

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

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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	Burdale Capital Finance, Inc (as administrative agent and trustee	
Address	for the Secured Parties, the Agent)	
	300 First Stamford Place, Stamford, Connecticut, United States of	
Postcode	0 6 9 0 2	America
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	Please see the MG01 Continuation pages attached	

Continuation page

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

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Particulars of a mortgage or charge

<div>7</div> <div>Commission allowance or discount</div>	<div>Particulars as to commission, allowance or discount (if any)</div> <div>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</div> <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, <div>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</div> <div>Nil</div>	
<div>8</div>	<div>Delivery of instrument</div> <div>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)</div> <div>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)</div>	
<div>9</div> <div>Signature</div>	<div>Please sign the form here</div> <div>Signature</div> <div>X <i>SWR Denta UK LLP</i> X</div> <div>This form must be signed by a person with an interest in the registration of the charge</div>	

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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 **Kimberley Lyons** (Ref: KJL/MXB/90260 00001/899731)

Company name **SNR Denton UK LLP**

Address **One Fleet Place**

Post town **London**

County/Region **Greater London**

Postcode **E C 4 M 7 W S**

Country **England**

DX **DX 242**

Telephone **020 7 242 1212**



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

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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	<p>1</p> <p>Covenant to pay</p> <p>The Chargor covenanted to pay or discharge the Secured Liabilities in the manner provided for in any document creating or evidencing the Secured Liabilities and/or otherwise as agreed from time to time</p> <p>2</p> <p>Creation of Security</p> <p>The Chargor, as security for the payment and performance of the Secured Liabilities and in the manner specified in Clause 1 5 (Title guarantee) of the Supplemental Debenture (as transposed at paragraph 4 of this MG01) mortgaged or (if to the extent that the Supplemental Debenture did not take effect as a mortgage) charged in favour of the Agent by way of fixed charge all of its right, title and interest in and to</p> <p>(a) <u>the Supplemental Specified Equipment, and</u></p> <p>(b) <u>all spare parts and replacements for and all modifications and additions to the Supplemental Specified Equipment</u></p> <p>3</p> <p>Trust</p> <p>3 1 Subject to Clause 4 2 of the Supplemental Debenture (as transposed at paragraph 3 2 of this MG01), if or to the extent that for any reason the assignment or charging of any Security Asset pursuant to the Supplemental Debenture is prohibited, the Chargor covenanted to hold it on trust for the Agent</p> <p>3 2 If the reason referred to in Clause 4 1 of the Supplemental Debenture (as transposed at paragraph 3 1 of this MG01) is that</p> <p>(a) a consent or waiver must be obtained, or</p> <p>(b) a condition must be satisfied,</p> <p>then</p> <p>(aa) subject to Clause 4 3 of the Supplemental Debenture (as transposed at paragraph 3 3 of this MG01), the Chargor covenanted to apply for the consent or waiver, and</p> <p>(bb) the Chargor covenanted to use all reasonable endeavours to satisfy the condition,</p> <p>in each case within 14 days of the date of the Supplemental Debenture or, if the Security Asset is acquired after the date of the Supplemental Debenture, within 14 days of the date of acquisition</p> <p>3 3 Where the consent or waiver is not to be unreasonably withheld, the Chargor covenanted to</p> <p>(a) use all reasonable endeavours to obtain it as soon as possible, and</p>	

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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	<p>(b) keep the Agent informed of the progress of the negotiations to obtain it</p> <p>On the waiver or consent being obtained, or the condition being satisfied, the Security Asset shall be mortgaged or charged (as appropriate) under Clause 3 (Creation of Security) of the Supplemental Debenture (as transposed at paragraph 2 of this MG01) and the trust referred to in Clause 4 1 of the Supplemental Debenture (as transposed at paragraph 3 1 of this MG01) shall terminate</p> <p>4 Title guarantee</p> <p>Every disposition effected by the Supplemental Debenture was made with full title guarantee. The other terms of the Supplemental Debenture do not limit or extend any of the covenants implied by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 but create separate and independent obligations having effect cumulatively with those implied covenants</p> <p>5 Nature of Security</p> <p>5 1 Additional Security</p> <p>The security constituted by the Debenture (which is deemed to include the security created by or pursuant to the Supplemental Debenture) was in addition to and was not in any way prejudiced by any other security then or subsequently held by the Secured Parties for any of the Secured Liabilities</p> <p>5 2 Continuing Security</p> <p>The security constituted by the Debenture (which is deemed to include the security created by or pursuant to the Supplemental Debenture) is continuing and extends to the ultimate balance of all the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part</p> <p>6 Negative Pledge</p> <p>Pursuant to the Debenture, the Chargor covenanted that it shall not</p> <p>(a) create or permit to subsist any Lien of whatsoever nature on any Security Asset (which is deemed to include the Supplemental Specified Equipment) other than a Permitted Encumbrance, or</p> <p>(b) sell, transfer, grant, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created by Clause 3 1 of the Debenture and except as provided for under the Finance Documents</p> <p>7 Tacking</p> <p>Each Secured Party covenanted with each Chargor that it shall perform its obligations under any document creating or evidencing the Secured Liabilities (including any obligation to make available further advances)</p>	

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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	<p>8 Definitions</p> <p>In this form MG01 unless otherwise expressly defined, terms have the meaning given to them in the Facility Agreement. In addition, in this form MG01</p> <p>Borrower means</p> <ul style="list-style-type: none"> (a) Calumet Photographic, Inc , a corporation organised under the laws of the State of Delaware, (b) Calumet Photographic Limited, a company incorporated under the laws of England and Wales with registration number 0425579, and (c) Bowens International Limited, a company incorporated under the laws of England and Wales with registration number 0754171, <p>(each a Borrower and together the Borrowers)</p> <p>Bank Product Agreements means any agreement for any service or facility extended to any Loan Party or any of its Subsidiaries by a Bank Product Provider including (a) credit cards, (b) credit card processing services, (c) debit cards, (d) purchase cards, (e) cash management or related services (including the Automated Clearing House processing of electronic funds transfers through the direct Federal Reserve Fedline system), (f) cash management, including controlled disbursement, accounts or services or (g) Hedging Agreements</p> <p>Bank Product Obligations means all obligations, liabilities, contingent reimbursement obligations, fees, and expenses owing by any Loan Party or its Subsidiaries to a Bank Product Provider pursuant to or evidenced by the Bank Product Agreements and irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, existing at the time of the Facility Agreement or thereafter arising, and including all such amounts that any Loan Party is obligated to reimburse to a Bank Product Provider as a result of such Person purchasing participations or executing indemnities or reimbursement obligations with respect to the Bank Products provided to any Loan Party or its Subsidiaries pursuant to the Bank Product Agreements</p> <p>Bank Product Provider means the Agent and its Affiliates</p> <p>Chargors means</p> <ul style="list-style-type: none"> (a) Calumet Holdings Limited a company incorporated in England and Wales with registration number 5586282, (b) Bowens International Limited a company incorporated in England and Wales with registration number 754171, (c) Calumet International Limited a company incorporated in England and Wales with registration number 1255244, (d) Calumet Limited a company incorporated in England and Wales with registration number 3935683, 	

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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	<p>(e) Calumet Photographic Limited a company incorporated in England and Wales with registration number 425579,</p> <p>(f) Calumet Trading Limited a company incorporated in England and Wales with registration number 3936090,</p> <p>(g) Leeds Photovisual Limited a company incorporated in England and Wales with registration number 1800891, and</p> <p>(h) Mid Counties Photographic Supplies Limited a company incorporated in England and Wales with registration number 3935680</p> <p>Company means Calumet Holdings Limited a company incorporated under the laws of England and Wales with registration number 5586282</p> <p>Debenture means the deed of debenture dated 30 June 2009 between the Chargors and the Agent</p> <p>Equipment means (save to the extent that any such items form part of the Chargor's stock in trade) all present and future plant, equipment, machinery, computers and computer hardware and software (whether owned or licensed), vehicles, tools, furniture and fixtures and all attachments, accessories owned by the Chargor and property (other than Fixtures) relating to it or used in connection with it at the date of the Supplemental Debenture or thereafter and replacements and substitutions for it wherever located</p> <p>Facility Agreement means the Loan and Security Agreement (as amended, restated, supplemented or otherwise modified from time to time) dated 30 June 2009 between (1) the Borrowers, (2) the Company and others as Guarantors, and (3) Burdale Capital Finance, Inc as a Lender and Agent and any lender that shall become a party to that agreement from time to time as a Lender</p> <p>Finance Documents means any or all of the Facility Agreement, the Non-US Guarantee and Collateral Documents, the Other Documents and any other document designated as such by the Agent and the Company</p> <p>Fixtures means all fixtures and fittings (including, without limitation, those of trade) and fixed plant and machinery on the Mortgaged Property</p> <p>Guarantor or Guarantors means</p> <p>(a) Calumet Holdings Limited, a company incorporated under the laws of England and Wales with registered number 5586282,</p> <p>(b) Rainbow C, Inc , a corporation organised under the laws of the State of Delaware,</p> <p>(c) Calumet International Inc , a corporation organised under the laws of the Commonwealth of Virginia,</p>	

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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	<p>(d) Fidelity Manufacturing Co a corporation organised under the laws of the State of Delaware,</p> <p>(e) Zone VI Studios, Inc , a corporation organised under the laws of the State of Delaware,</p> <p>(f) Calumet Limited, a company incorporated under the laws of England and Wales with registered number 3935683,</p> <p>(g) Calumet International Limited, a company incorporated under the laws of England and Wales with registered number 1255244,</p> <p>(h) Calumet Trading Limited, a company incorporated under the laws of England and Wales with registered number 3936090,</p> <p>(i) Leeds Photovisual Limited, a company incorporated under the laws of England and Wales with registered number 01800891,</p> <p>(j) Promandis B V , a company organized under the laws of the Netherlands,</p> <p>(k) Calumet Photographic B V , a company organised under the laws of the Netherlands,</p> <p>(l) Calumet Photographic GMBH, a company organised under the laws of Germany and registered with the local court of Hamburg under HRB 45430,</p> <p>(m) Calumet Photographique SARL, a company organised under the laws of France, and</p> <p>(n) Mid Counties Photographic Supplies Limited, a company incorporated under the laws of England and Wales with registered number 3935680</p> <p>Guarantor shall extend to all permitted successors and assigns of such Persons as well as each other Subsidiary of Ultimate Parent and the Borrowers that becomes a guarantor of any of the Obligations after 30 June 2009 pursuant to Section 7 12(a) of the Facility Agreement or otherwise</p> <p>Indebtedness of a Person at a particular date means (a) all indebtedness, debt and similar monetary obligations of such Person whether direct or guaranteed, (b) that portion of obligations with respect to Capital Leases that is properly classified as a liability on a balance sheet in conformity with GAAP, (c) notes payable and drafts accepted representing extensions of credit, (d) any obligation owed for all or any part of the deferred purchase price of property or services if the purchase price is due more than six (6) months from the date the obligation is incurred or is evidenced by a note or similar written instrument, (e) all indebtedness secured by any Lien on any property or asset owned or held by that Person regardless of whether the indebtedness secured thereby shall have been assumed by that Person or is non-recourse to the credit of that Person, (f) any contractual obligation, contingent or otherwise, of such Person to pay or be liable for the payment of any indebtedness described in this definition of another Person, including, without limitation, any such indebtedness, directly or indirectly guaranteed, or any agreement to purchase, repurchase, or otherwise acquire such indebtedness, obligation or liability or any security therefor, or to provide funds for the payment or discharge thereof, or to maintain solvency, assets, level of income, or</p>	

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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	<p>other financial condition, (g) all reimbursement obligations and other liabilities of such Person with respect to surety bonds (whether bid, performance or otherwise), letters of credit, banker's acceptances, drafts or similar documents or instruments issued for such Person's account, (h) all obligations, liabilities and indebtedness of such Person (marked to market) arising under Hedging Agreements, and (i) the principal and interest portions of all rental obligations of such Person under any synthetic lease or similar off-balance sheet financing where such transaction is considered to be borrowed money for tax purposes but is classified as an operating lease in accordance with GAAP whether such liabilities are present or future, actual or contingent and whether owned jointly or severally</p> <p>Issuer means any Person who issues a Letter of Credit and/or accepts a draft pursuant to the terms thereof (it being agreed that so long as Burdale shall be Agent, then the Issuer shall be The Governor and Company of the Bank of Ireland and/or such other Person selected by Burdale in its sole discretion, provided, however, that, in the event that Burdale is neither Agent nor a Lender, the "Issuer" with respect to all subsequently issued Letters of Credit shall be a Person selected by the Borrowers and acceptable to the Required Lenders, the Agent and such Person)</p> <p>Lender means Burdale Capital Finance Inc and any lender that shall become a party to the Facility Agreement (each a Lender and together the Lenders)</p> <p>Lien means any mortgage, deed of trust, pledge, hypothecation, assignment, security interest, lien (whether statutory or otherwise), charge, claim or encumbrance, or preference, priority or other security agreement or preferential arrangement held or asserted in respect of any asset of any kind or nature whatsoever including, without limitation, any conditional sale or other title retention agreement, any lease having substantially the same economic effect as any of the foregoing, and the filing of, or agreement to give, any financing statement under the UCC or comparable law of any jurisdiction</p> <p>Loan Party means individually, each Borrower and each Guarantor, and Loan Parties shall mean, collectively, the Borrowers and the Guarantors</p> <p>Mortgaged Property means any freehold or leasehold property (including the Premises) specified in Schedule 2 to the Debenture, the subject of the security created by the Debenture</p> <p>Non-US Guarantee and Collateral Documents means any or all of the following (as defined in the Facility Agreement)</p> <ul style="list-style-type: none"> (a) the UK Guarantee and Collateral Documents, (b) the German Guarantee and Collateral Documents, (c) the Dutch Guarantee and Collateral Documents, and (d) the Facility Agreement and any Other Document that any Non-US Loan Party executes that purports to guaranty any of the Obligation or grant any Lien on any of their assets to secure any of the Obligations <p>Obligations means and includes (a) any and all of each Loan Party's Indebtedness and/or liabilities pursuant to or evidenced by the Facility Agreement or any Other</p>	

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Documents to Agent, Lenders, any Issuer or to any Person that directly or indirectly controls or is controlled by or is under common control with Agent, any Lender or any Issuer of every kind, nature and description, direct or indirect, secured or unsecured, joint, several, joint and several, absolute or contingent, due or to become due, existing at the date of the Facility Agreement or arising thereafter, contractual or tortious, liquidated or unliquidated, regardless of how such indebtedness or liabilities arise (including all interest accruing after the commencement of any bankruptcy or similar proceeding whether or not enforceable in such proceeding) and all obligations of any Loan Party to Agent, Lenders or any Issuer to perform acts or refrain from taking any action under the Facility Agreement or any Other Documents, and (b) all Bank Product Obligations

Other Documents means any Note, the Questionnaire, any Guaranty, any Non-US Guarantee and Collateral Document, any Collateral Access Agreement, the Capital Call Agreement, the Original Owner Subordination Agreement and any and all other agreements, instruments and documents, including, without limitation, guaranties, pledges, security agreements, mortgages, deeds of trust, debentures, other collateral documents, powers of attorney, consents, and all other writings heretofore, executed as at the date of the Facility Agreement or thereafter and/or delivered by any Loan Party to Agent or any Lender in respect of the transactions contemplated by the Facility Agreement, in each case, as such agreements, instruments and documents are amended, restated, modified and supplemented from time to time

Premises means any building or other edifice on the Mortgaged Property or other Security Asset

Secured Parties means Agent, the Lenders, Issuer and Bank Products Provider

Security Asset means all assets of each Chargor the subject of any security created by the Debenture (which is deemed to include the Supplemental Specified Equipment)

Supplemental Specified Equipment means the Equipment specified in Schedule 2 to the Supplemental Debenture as transposed at Schedule 1 of this form MG01

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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

Schedule 1 – Supplemental Specified Equipment

CALUMET EQUIPMENT LIST**DATE 16-17 / Nov / 2010
FOR (SECTION):**

<u>Item</u>	<u>Serial #</u>	<u>Pat Tested</u>	<u>Comments</u>
Canon EOS 1DmkIV	931001099	Pass	
Canon EOS 7D	1580815795	Pass	Grip 1402000886
Canon EOS 7D	1580816048	Pass	Grip 1402000885
Canon 15mm	104737	n/a	
Canon 16-35mm	3066888	n/a	
Canon 24-70mm Lens1	3073533	n/a	
Canon 24-70mm Lens2	3053306	n/a	
Canon 70-200 Lens 1	6920002658	n/a	
Canon 70-200 Lens 2	6920002657	n/a	
Canon 50mm macro Lens1	362817	n/a	
Canon EFII 2x Conv 1	202264	n/a	
Canon 580EX II Flash 1	967590	n/a	
Canon 580EX II Flash 2	967765	n/a	
Canon 580EX II Flash 3	967596	n/a	
Canon MT24 twinflash	28557	n/a	
Fuji XP10 camera	OUM04519	n/a	
Fuji XP10 camera	OUM04518	n/a	
Workstation 1	CZC041BPTN	Pass	
Workstation 2	CZC041BPVZ	Pass	
Workstation 3	CZC041BPVP	Pass	
Trust UPS 1	10040315253L	Pass	
Trust UPS 2	10040309553L	Pass	
Trust UPS 3	10040225553L	Pass	
Trust UPS 4	10040310953L	Pass	
NEC 19" Monitor1	07703541UB	Pass	
NEC 19" Monitor2	07703497UB	Pass	
NEC 19" Monitor3	07703665UB	Pass	
NEC 19" Monitor4	07703502UB	Pass	
NEC 19" Monitor5	05702372UB	Pass	
NEC 19" Monitor6	05702434UB	Pass	
Buffalo Terastation	658518049000997	Pass	
Admin Workstation	YL4Q135498	Pass	
Admin W/S Screen	006NDUN49278	Pass	
Print Server Fujitsu	YL4Q135576	Pass	
Print Server Screen	006NDSK77518	Pass	
Epson Printer 4880	JZ7E029663	Pass	
Netgear Switch 16 port	DRBPA5000088	Pass	
Epson Scanner V500	K64W013089	Pass	
Color Management	3 278-35078-2	n/a	
Sony Laptop	n/a	n/a	
Belkin 4way surge Protector	n/a	n/a	

CALUMET EQUIPMENT LIST**DATE. 26-7 / Oct / 2010****FOR SECTION**

<u>Item</u>	<u>Serial #</u>	<u>Pat Tested</u>	<u>Comments</u>
Canon EOS 1DmkIV	103100384	Pass	ChgrS#
Canon EOS 7D	630506753	Pass	Grip BG E7 1102003131
Canon EOS 7D	680511665	Pass	Grip BG E7 1102003134
Canon 15mm	102490	n/a	
Canon 16-35mm	2287123	n/a	
Canon 24-70mm Lens1	2284843	n/a	
Canon 24-70mm Lens2	3018146	n/a	
Canon 70-200 Lens 1	692005088	n/a	
Canon 50mm macro Lens1	360398	n/a	
Canon 50mm macro Lens2	359100	n/a	
Canon EFII 2x Conv 1	203267	n/a	
Canon 580EX II Flash 1	917519	n/a	
Canon 580EX II Flash 2	917518	n/a	
Canon 580EX II Flash 3	917512	n/a	
Canon MT24 twinflash	25082	n/a	
Workstation 1	CZC041BPTG	Pass	
Workstation 2	CZC041BPTX	Pass	
Trust UPS 1	10040311653L	Pass	
Trust UPS 2	10040311553L	Pass	
Trust UPS 3	10040279453L	Pass	
NEC 19" Monitor1	07703707UB	Pass	
NEC 19" Monitor2	07703716UB	Pass	
NEC 19" Monitor3	07703503UB	Pass	
NEC 19" Monitor4	07703709UB	Pass	
Buffalo Terastation	1804901065	Pass	
Admin Workstation	YL4Q135505	Pass	
Admin W/S Screen	006NDGL77735	Pass	
Print Server Fujitsu	YL4Q135584	Pass	
Print Server Screen	OO6NDFV49307	Pass	
Epson Printer 4880	JZ7E029180	Pass	
Netgear Switch 16 port	DRBPBA5000068	Pass	
Epson Scanner V500	K64W014214	Pass	
Color Management	3302-280210-5	n/a	
Sony Laptop	n/a	n/a	
Belkin 4way surge Protector	n/a	n/a	

CALUMET EQUIPMENT LIST**DATE 28-9 / Oct / 2010****FOR (SECTION):**

<u>Item:</u>	<u>Serial #</u>	<u>Pat Tested</u>	<u>Comments</u>
Canon EOS 1DmkIV	931001439	Pass	
Canon EOS 7D	1480817546	Pass	Grip 1001002038
Canon EOS 7D	1080703775	Pass	Grip 1001002040
Canon 15mm	103000	n/a	
Canon 16-35mm	2287223	n/a	
Canon 24-70mm Lens1	2262605	n/a	
Canon 24-70mm Lens2	3014175	n/a	
Canon 70-200 Lens 1	6920005067	n/a	
Canon 70-200 Lens 2	6920005166	n/a	
Canon 50mm macro Lens1	360497	n/a	
Canon EFII 2x Conv 1	202957	n/a	
Canon 580EX II Flash 1	917511	n/a	
Canon 580EX II Flash 2	917507	n/a	
Canon MT24 twinflash	25080	n/a	
Fuji XP10 camera	0UM04514	n/a	
Fuji XP10 camera	0UM04520	n/a	
Workstation 1	CZC041BPV6	Pass	
Workstation 2	CZC041BPVC	Pass	
Trust UPS 1	10040279353L	Pass	
Trust UPS 2	10040313053L	Pass	
Trust UPS 3	10040312953L	Pass	
NEC 19" Monitor1	07703671UB	Pass	
NEC 19" Monitor2	07703662UB	Pass	
NEC 19" Monitor3	05702355UB	Pass	
NEC 19" Monitor4	05702447UB	Pass	
Buffalo Terastation	1804900129	Pass	
Admin Workstation	YL4Q135587	Pass	
Admin W/S Screen	006NDXQ77746	Pass	
Print Server Fujitsu	YL4Q135508	Pass	
Print Server Screen	006NDNV77527	Pass	
Epson Printer 4880	JZ7E028906	Pass	
Netgear Switch 16 port	DRBPBA5000058	Pass	
Epson Scanner V500	K64W013036	Pass	
Color Management	3 278-350743-3	n/a	
Sony Laptop	n/a	n/a	
Belkin 4way surge Protector	n/a	n/a	
Eye-One Display	3302-28029-5	n/a	

CALUMET EQUIPMENT LIST**DATE 08-9 / Nov / 2010****FOR (SECTION).**

<u>Item</u>	<u>Serial #</u>	<u>Pat Tested</u>	<u>Comments</u>
Canon EOS 1DmkIV	211031100591C	Pass	ChgrS#
Canon EOS 1DmkIV	211031100563C	Pass	ChgrS#
Canon EOS 7D	211380812022C	Pass	Grip 1402000933
Canon EOS 7D	210680511598C	Pass	Grip 1402000934
Canon EOS 7D	211380812011C	Pass	Grip 1402000938
Canon 15mm	103709	n/a	
Canon 16-35mm Lens 1	3066940	n/a	
Canon 16-35mm Lens 2	3067028	n/a	
Canon 24-70mm Lens1	3052870	n/a	
Canon 24-70mm Lens2	3053491	n/a	
Canon 24-70mm Lens3	3053193	n/a	
Canon 24-70mm Lens4	3049677	n/a	
Canon 70-200 Lens 1	6920002666C	n/a	
Canon 70-200 Lens 2	6920002669C	n/a	
Canon 70-200 Lens 3	6920002670C	n/a	
Canon 50mm macro Lens1	361172	n/a	
Canon EFII 2x Conv 1	202951	n/a	
Canon 580EX II Flash 1	916846	n/a	
Canon 580EX II Flash 2	917515	n/a	
Canon 580EX II Flash 3	916844	n/a	
Canon 580EX II Flash 4	916851	n/a	
Canon MT24 twinflash	28585	n/a	
Fuji XP10 camera	OUM04512	n/a	
Workstation 1	CZC041BPTW	Pass	
Workstation 2	CZC041BPVZ	Pass	
Workstation 3	CZC041BPVG	Pass	
Workstation 4	CZC041BPVX	Pass	
Trust UPS 1	10040313653L	Pass	
Trust UPS 2	10040223353L	Pass	
Trust UPS 3	10040313553L	Pass	
Trust UPS 4	10040223453L	Pass	
Trust UPS 5	10040320253L	Pass	
NEC 19" Monitor1	07703498UB	Pass	
NEC 19" Monitor2	07703661UB	Pass	
NEC 19" Monitor3	07703535UB	Pass	
NEC 19" Monitor4	07703718UB	Pass	
NEC 19" Monitor5	07703506UB	Pass	
NEC 19" Monitor6	07703713UB	Pass	
NEC 19" Monitor7	05702448UB	Pass	
NEC 19" Monitor8	07703664UB	Pass	
Buffalo Terastation	658518047014741	Pass	
Admin Workstation	YL4Q135583	Pass	
Admin W/S Screen	006NDJX77196	Pass	
Print Server Fujitsu	YL4Q135501	Pass	
Print Server Screen	006NDJX77028	Pass	
Epson Printer 4880	JZ7E029639	Pass	
Netgear Switch 16 port	DRBPBA5000070	Pass	
Epson Scanner V500	K64W014212	Pass	
Color Management	3 278-350538-2	n/a	3302-280236-6
Sony Laptop	n/a	n/a	
Belkin 4way surge Protector	n/a	n/a	

CALUMET EQUIPMENT LIST

DATE 02-3 / Nov / 2010
FOR (SECTION)

Item	Serial #	Pat Tested	ChgrS#	Comments	SKU	location
Canon EOS 1DmkIV	1031000408	Pass	ChgrS#		321-995A	EC04D
Canon EOS 1DmkIV	1031000410	Pass	ChgrS#		321-995A	EC04D
Canon EOS 7D	1080705087	Pass	Grip 1001002060		321-799A	EC03D
Canon EOS 7D	1080704998	Pass	Grip 1001002055		321-799A	EC03D
Canon EOS 7D	1480815433	Pass	Grip 1001002059		321-799A	EC03D
Canon 15mm	104282	n/a			321-250P	ED02B
Canon 16-35mm Lens 1	3012091	n/a			321-260A	ED03C
Canon 16-35mm Lens 2	3012133	n/a			321-260A	ED03C
Canon 24-70mm Lens1	3057709	n/a			321-261A	ED03D
Canon 24-70mm Lens2	3057558	n/a			321-261A	ED03D
Canon 24-70mm Lens3	3040479	n/a			321-261A	ED03D
Canon 24-70mm Lens4	3057704	n/a			321-261A	ED03D
Canon 70-200 Lens 1	6920003556	n/a			321-700T	EB04C
Canon 70-200 Lens 2	6920003553	n/a			321-700T	EB04C
Canon 50mm macro Lens1	361143	n/a			321-270P	EB02B
Canon 50mm macro Lens2	361205	n/a			321-270P	EB02B
Canon EFII 2x Conv 1	202965	n/a			321-271N	ED01A
Canon 580EX II Flash 1	917510	Pass			321-970Y	EB04B
Canon 580EX II Flash 2	938849	Pass			321-970Y	EB04B
Canon 580EX II Flash 3	938850	Pass			321-970Y	EB04B
Canon 580EX II Flash 4	938844	Pass			321-970Y	EB04B
Canon 580EX II Flash 5	917509	Pass			321-970Y	EB04B
Canon MT24 twinflash	23569	Pass			321-641H	EA01A
Fuji XP10 camera	OUM04515	n/a			331-982E	EA01A
Workstation 1	CZC041BPV4	Pass				
Workstation 2	CZC041BPWO	Pass				
Workstation 3	CZC041BPTQ	Pass				
Trust UPS 1	10040314453L	Pass				
Trust UPS 2	10040309353L	Pass				
Trust UPS 3	10040313453L	Pass				
Trust UPS 4	10040313353L	Pass				
NEC 19" Monitor1	07703490UB	Pass				
NEC 19" Monitor2	07703651UB	Pass				
NEC 19" Monitor3	07703510UB	Pass				
NEC 19" Monitor4	05702437UB	Pass				
NEC 19" Monitor5	07703667UB	Pass				
NEC 19" Monitor6	07703538UB	Pass				
Buffalo Terastation	5851804900501C	Pass				
Admin Workstation	YL4Q135575	Pass				
Admin W/S Screen	006NDMT77571	Pass				
Print Server Fujitsu	YLD4135591	Pass				
Print Server Screen	006NDMT49323	Pass				
Epson Printer 4880	JZ7E028907	Pass				
Netgear Switch 16 port	DRBPBA5000067	Pass				
Epson Scanner V500	K64W013028	Pass				
Color Management	3 278-350744 9	n/a	3302-280208-7			
Sony Laptop	2CE03312DW	Pass				
Belkin 4way surge Protector	n/a	Pass				

CALUMET EQUIPMENT LIST**DATE 04-5 / Nov / 2010
FOR (SECTION):**

<u>Item</u>	<u>Serial #</u>	<u>Pat Tested</u>	<u>Comments</u>	<u>SKU</u>	<u>location</u>
Canon EOS 1DmkIV	1031000411	Pass		321-995A	EC04D
Canon EOS 7D	1480816140	Pass	Grip 1001002034	321-799A	EC03D
Canon 15mm	104260	n/a		321-250P	ED02B
Canon 16-35mm	3012130	n/a		321-260A	ED03C
Canon 24-70mm Lens1	3060774	n/a		321-261A	ED03D
Canon 70-200 Lens 1	6920002625	n/a		321-700T	EB04C
Canon 50mm macro Lens1	361196	n/a		321-270P	EB02B
Canon EFII 2x Conv 1	201983	n/a		321-271N	ED01A
Canon 580EX II Flash 1	938845	n/a		321-970Y	EB04B
Workstation 1	CZC041BPV9	Pass			
Trust UPS 1	10040314353L	Pass			
Trust UPS 1	10040309453L	Pass			
NEC 19" Monitor1	05702444UB	Pass			
NEC 19" Monitor2	05702427UB	Pass			
Buffalo Terastation	6-5851804900334	Pass			
Admin Workstation	YL4Q135597	Pass			
Admin W/S Screen	006NDFV49355	Pass			
Print Server Fujitsu	YL4Q135503	Pass			
Print Server Screen	006NDPH49288	Pass			
Epson Printer 4880	JZ7E029630	Pass			
Netgear Switch 16 port	DRBPA5000066	Pass			
Epson Scanner V500	K64W013023	Pass			
Color Management	3 278-350539-8	n/a	3302-280211-0		
Sony Laptop	2CEO3312JO	Pass			
Belkin 4way surge Protector	n/a	Pass			

CALUMET EQUIPMENT LIST**DATE 07-8 / Dec / 2010
FOR (SECTION)**

<u>Item</u>	<u>Serial #</u>	<u>Pat Tested</u>	<u>Comments</u>
Canon EOS 1DmkIV	1031101301	Pass	
Canon EOS 1DmkIV	1031101291	Pass	
Canon EOS 7D	1580816459	Pass	Grip 1502000982
Canon EOS 7D	1580816586	Pass	Grip 1502000989
Canon EOS 7D	1580821604	Pass	Grip 1302002625
Canon 15mm	105181	n/a	
Canon 16-35mm Lens 1	3108528	n/a	
Canon 16-35mm Lens 2	3107090	n/a	
Canon 24-70mm Lens1	3095129	n/a	
Canon 24-70mm Lens2	3095457	n/a	
Canon 24-70mm Lens3	3095511	n/a	
Canon 24-70mm Lens4	3088796	n/a	
Canon 70-200 Lens 1	6920007764	n/a	
Canon 70-200 Lens 2	7130007774	n/a	
Canon 70-200 Lens 3	7130007771	n/a	
Canon 50mm macro Lens1	362592	n/a	
Canon 50mm macro Lens2	363111	n/a	
Canon EFII 2x Conv 1	202254	n/a	
Canon 580EX II Flash 1	966994	n/a	
Canon 580EX II Flash 2	982020	n/a	
Canon 580EX II Flash 3	982619	n/a	
Canon 580EX II Flash 4	982015	n/a	
Canon MT24 twinflash	28534	n/a	
Fuji XP10 camera	OUM04689	n/a	
Fuji XP10 camera	OUM04688	n/a	
Workstation 1	CZC041BPVW	Pass	
Workstation 2	CZC041BPVF	Pass	
Workstation 3	CZC041BPTV	Pass	
Workstation 4	CZC041BPV5	Pass	
Workstation 5	CZC041BPVS	Pass	
Trust UPS 1	10040312653L	Pass	
Trust UPS 2	10040225853L	Pass	
Trust UPS 3	10040316253L	Pass	
Trust UPS 4	10040225753L	Pass	
Trust UPS 5	10040317053L	Pass	
Trust UPS 6	10040319253L	Pass	
NEC 19" Monitor1	05702442UB	Pass	
NEC 19" Monitor2	05702381UB	Pass	
NEC 19" Monitor3	07703660UB	Pass	
NEC 19" Monitor4	07703658UB	Pass	
NEC 19" Monitor5	07703649UB	Pass	
NEC 19" Monitor6	07703542UB	Pass	
NEC 19" Monitor7	07703722UB	Pass	
NEC 19" Monitor8	07703663UB	Pass	
NEC 19" Monitor9	07703523UB	Pass	
NEC 19" Monitor10	07703693UB	Pass	
Buffalo Terastation	658518048000541	Pass	
Admin Workstation	YL4Q135590	Pass	
Admin W/S Screen	006NDRF77606	Pass	
Print Server Fujitsu	YL4Q135600	Pass	
Print Server Screen	006NDKD49301	Pass	
Epson Printer 4880	JZ7E030240	Pass	
Netgear Switch 16 port	DRBPBA5000089	Pass	
Epson Scanner V500	K64W014215	Pass	
Color Management	3 278-350742-8	n/a	3302-280228-6
Sony Laptop	n/a	n/a	
Belkin 4way surge Protector	n/a	n/a	

CALUMET EQUIPMENT LIST**DATE: 18-19 / Nov / 2010
FOR (SECTION)**

<u>Item</u>	<u>Serial #</u>	<u>Pat Tested</u>	<u>Comments</u>
Canon EOS 1DmkIV	1031000387	Pass	
Canon EOS 1DmkIV	931001446	Pass	
Canon EOS 7D	1580816641	Pass	Grip 1001002215
Canon EOS 7D	1580816602	Pass	Grip 1402000890
Canon 15mm	105104	n/a	
Canon 16-35mm	3066948	n/a	
Canon 16-35mm	3066889	n/a	
Canon 24-70mm Lens1	3076271	n/a	
Canon 24-70mm Lens2	3073557	n/a	
Canon 24-70mm Lens3	3073555	n/a	
Canon 70-200 Lens 1	6920002592	n/a	
Canon 70-200 Lens 2	6920002590	n/a	
Canon 50mm macro Lens1	362880	n/a	
Canon 50mm macro Lens2	362886	n/a	
Canon EFII 2x Conv 1	203123	n/a	
Canon 580EX II Flash 1	967778	n/a	
Canon 580EX II Flash 2	967599	n/a	
Canon 580EX II Flash 3	967598	n/a	
Canon MT24 twinflash	28550	n/a	
Fuji XP10 camera	OMU04513	n/a	
Fuji XP10 camera	OMU04516	n/a	
Workstation 1	CZC041BPTS	Pass	
Workstation 2	CZC041BPTM	Pass	
Workstation 3	CZC041BPVN	Pass	
Trust UPS 1	10040225653L	Pass	
Trust UPS 2	10040309653L	Pass	
Trust UPS 3	10040311053L	Pass	
Trust UPS 4	10040242353L	Pass	
NEC 19" Monitor1	07703539UB	Pass	
NEC 19" Monitor2	05702383UB	Pass	
NEC 19" Monitor3	05702436UB	Pass	
NEC 19" Monitor4	07703715UB	Pass	
NEC 19" Monitor5	07703528UB	Pass	
NEC 19" Monitor6	07703712UB	Pass	
Buffalo Terastation	658518049004881	Pass	
Admin Workstation	YL4Q135594	Pass	
Admin W/S Screen	006NDWE49281	Pass	
Print Server Fujitsu	YL4Q135596	Pass	
Print Server Screen	006NDTC49345	Pass	
Epson Printer 4880	JZ7E029672	Pass	
Netgear Switch 16 port	DRBPBA7000002	Pass	
Epson Scanner V500	K64W013022	Pass	
Color Management	3 278-350542-0	n/a	3302-280235-1
Sony Laptop	n/a	n/a	
Belkin 4way surge Protector	n/a	n/a	

CALUMET EQUIPMENT LIST**DATE 30-1 / Nov/Dec / 2010
FOR (SECTION)**

<u>Item</u>	<u>Serial #</u>	<u>Pat Tested</u>	<u>Comments</u>	<u>SKU</u>
Canon EOS 1DmkIV	1031101337	Pass	ChgrS#	321-995A
Canon EOS 1DmkIV	1031101298	Pass	ChgrS#	321-995A
Canon EOS 7D	1580818323	Pass	Grp 1402000572	321-799A
Canon EOS 7D	1580816461	Pass	Grp 1402000578	321-799A
Canon EOS 7D	1580818316	Pass	Grp 1402000579	321-799A
Canon 15mm	105075	n/a		321-250P
Canon 16-35mm Lens 1	3066966	n/a		321-260A
Canon 16-35mm Lens 2	3067007	n/a		321-260A
Canon 24-70mm Lens1	3098369	n/a		321-261A
Canon 24-70mm Lens2	3101166	n/a		321-261A
Canon 24-70mm Lens3	3101390	n/a		321-261A
Canon 24-70mm Lens4	3101167	n/a		321-261A
Canon 70-200 Lens 1	6920007762	n/a		321-700T
Canon 70-200 Lens 2	6920007763	n/a		321-700T
Canon 50mm macro Lens1	357275	n/a		321-270P
Canon EFII 2x Conv 1	202321	n/a		321-271N
Canon 580EX II Flash 1	967012	n/a		321-970Y
Canon 580EX II Flash 2	966705	n/a		321-970Y
Canon 580EX II Flash 3	966700	n/a		321-970Y
Canon 580EX II Flash 4	966703	n/a		321-970Y
Canon MT24 twinflash	28536	n/a		321-641H
Fuji XP10 camera	OUM04517	n/a		331-982E
Workstation 1	CZC041BPVJ	Pass		
Workstation 2	CZC041BPTY	Pass		
Workstation 3	CZC041BPV7	Pass		
Trust UPS 1	10040313153L	Pass		
Trust UPS 2	10040315953L	Pass		
Trust UPS 3	10040313253L	Pass		
Trust UPS 4	10040278453L	Pass		
NEC 19" Monitor1	07703500UB	Pass		
NEC 19" Monitor2	05702449UB	Pass		
NEC 19" Monitor3	07703659UB	Pass		
NEC 19" Monitor4	07703708UB	Pass		
NEC 19" Monitor5	07703499UB	Pass		
NEC 19" Monitor6	07703654UB	Pass		
Buffalo Terastation	658518049001361	Pass		
Admin Workstation	YL4Q135579	Pass		
Admin W/S Screen	006NDWE77529	Pass		
Print Server Fujitsu	YL4Q135581	Pass		
Print Server Screen	006NDHB77561	Pass		
Epson Printer 4880	JZ7E030224	Pass		
Netgear Switch 16 port	DRBPBA7000001	Pass		
Epson Scanner V500	K64W014201	Pass		
Color Management	3 278-350540-7	n/a	3302-280231-9	
Sony Laptop	n/a	n/a		
Belkin 4way surge Protector	n/a	n/a		

CALUMET EQUIPMENT LIST**DATE 02-03 Dec 2010****FOR (SECTION):**

<u>Item</u>	<u>Serial #</u>	<u>Pat Tested</u>	<u>Comments</u>
Canon EOS 1DmkIV	1031000397	Pass	
Canon EOS 7D	1580816462	Pass	Grip 1402000573
Canon EOS 7D	1580816044	Pass	Grip 1402000574
Canon 15mm	105311	n/a	
Canon 16-35mm	3066925	n/a	
Canon 24-70mm Lens1	3098366	n/a	
Canon 24-70mm Lens2	3101163	n/a	
Canon 70-200 Lens 1	6920007809	n/a	
Canon 70-200 Lens 2	6920007832	n/a	
Canon 50mm macro Lens1	362704	n/a	
Canon EFII 2x Conv 1	202228	n/a	
Canon 580EX II Flash 1	966706	n/a	
Canon 580EX II Flash 2	966709	n/a	
Canon 580EX II Flash 3	966707	n/a	
Canon MT24 twinflash	28535	n/a	
Fuji XP10 camera	OUM04687	n/a	
Workstation 1	CZC041BPTJ	Pass	
Workstation 2	CZC041BPVD	Pass	
Workstation 3	CZC041BPVQ	Pass	
Trust UPS 1	10040278353L	Pass	
Trust UPS 2	10040316053L	Pass	
Trust UPS 3	10040312753L	Pass	
Trust UPS 4	10040309953L	Pass	
NEC 19" Monitor1	05702454UB	Pass	
NEC 19" Monitor2	07703723UB	Pass	
NEC 19" Monitor3	05702438UB	Pass	
NEC 19" Monitor4	07703537UB	Pass	
NEC 19" Monitor5	07703456UB	Pass	
NEC 19" Monitor6	07703717UB	Pass	
Buffalo Terastation	658518049004711	Pass	
Admin Workstation	YL4Q135592	Pass	
Admin W/S Screen	006NDHB77033	Pass	
Print Server Fujitsu	YL4Q135593	Pass	
Print Server Screen	006NDQA77756	Pass	
Epson Printer 4880	JZ7E030225	Pass	
Netgear Switch 16 port	DRBPBA5000087	Pass	
Epson Scanner V500	K46WO14193	Pass	
Color Management	3 278-350777-3	n/a	3302-280230-3
Sony Laptop	n/a	n/a	
Belkin 4way surge Protector	n/a	n/a	

CALUMET EQUIPMENT LIST

DATE 09-10 / Dec / 2010
FOR (SECTION)

<u>Item</u>	<u>Serial #</u>	<u>Pat Tested</u>	<u>Comments</u>	<u>SKU</u>	<u>location</u>
Canon EOS 1DmkIV	1031101347	Pass		321-995A	EC04D
Canon EOS 7D	1580818300	Pass	Gnp 1502000988	321-799A	EC03D
Canon EOS 7D	1580821609	Pass	Gnp 1302002624	321-799A	EC03D
Canon 15mm	105362	n/a		321-250P	ED02B
Canon 16-35mm	3102593	n/a		321-260A	ED03C
Canon 24-70mm Lens1	3095449	n/a		321-261A	ED03D
Canon 24-70mm Lens2	3091769	n/a		321-261A	ED03D
Canon 24-70mm Lens3	3092532	n/a		321-261A	ED03D
Canon 70-200 Lens 1	7130007775	n/a		321-700T	EB04C
Canon 70-200 Lens 2	7130007773	n/a		321-700T	EB04C
Canon 50mm macro Lens1	362688	n/a		321-270P	EB02B
Canon 50mm macro Lens2	362085	n/a		321-270P	EB02B
Canon EFII 2x Conv 1	207698	n/a		321-271N	ED01A
Canon 580EX II Flash 1	982614	n/a		321-970Y	EB04B
Canon 580EX II Flash 2	982021	n/a		321-970Y	EB04B
Canon 580EX II Flash 3	982016	n/a		321-970Y	EB04B
Canon MT24 twinflash	28532	n/a		321-641H	EA01A
Fuji XP10 camera	OUM04690	n/a		331-982E	EA01A
Workstation 1	CZC041BPVO	Pass			
Workstation 2	CZC041BPTL	Pass			
Workstation 3	CZC041BPTH	Pass			
Trust UPS 1	10040319153L	Pass			
Trust UPS 2	10040316153L	Pass			
Trust UPS 3	10040312553L	Pass			
Trust UPS 4	10040316953L	Pass			
NEC 19" Monitor1	07703532UB	Pass			
NEC 19" Monitor2	07703543UB	Pass			
NEC 19" Monitor3	07703656UB	Pass			
NEC 19" Monitor4	07703495UB	Pass			
NEC 19" Monitor5	05702456UB	Pass			
NEC 19" Monitor6	07703512UB	Pass			
Buffalo Terastation	65851804900983	Pass			
Admin Workstation	YL4Q135506	Pass			
Admin W/S Screen	006NDAY77528	Pass			
Print Server Fujitsu	YL4Q135593	Pass			
Print Server Screen	006NDWE77745	Pass			
Epson Printer 4880	JZ7E030010	Pass			
Netgear Switch 16 port	DRBPBA5000071	Pass			
Epson Scanner V500	K64W014204	Pass			
Color Management	3301-280229-4	n/a	3 278-350781-8		
Sony Laptop	n/a	n/a			
Belkin 4way surge Protector	n/a	n/a			

CALUMET EQUIPMENT LIST**DATE 23-24 / Nov / 2010
FOR (SECTION)**

<u>Item:</u>	<u>Serial #</u>	<u>Pat Tested</u>	<u>Comments</u>
Canon EOS 1DmkIV	1031101340	Pass	
Canon EOS 7D	1580821501	Pass	Grip 1402000963
Canon EOS 7D	1580821500	Pass	Grip 1402000965
Canon 15mm	104140	n/a	
Canon 16-35mm	3066823	n/a	
Canon 24-70mm Lens1	3076601	n/a	
Canon 24-70mm Lens2	3073162	n/a	
Canon 70-200 Lens 1	7030011561	n/a	
Canon 70-200 Lens 2	7030011562	n/a	
Canon 50mm macro Lens1	362046	n/a	
Canon EFII 2x Conv 1	202289	n/a	
Canon 580EX II Flash 1	967114	n/a	
Canon 580EX II Flash 2	967112	n/a	
Canon MT24 twinflash	28554	n/a	
Fuji XP10 camera	OUM04511	n/a	
Workstation 1	CZC041BPVI	Pass	
Workstation 2	CZC041BPVV	Pass	
Trust UPS 1	10040310053L	Pass	
Trust UPS 2	10040317153L	Pass	
Trust UPS 3	10040242453L	Pass	
NEC 19" Monitor1	05702371UB	Pass	
NEC 19" Monitor2	07703672UB	Pass	
NEC 19" Monitor3	05702443UB	Pass	
NEC 19" Monitor4	05702356UB	Pass	
Buffalo Terastation	658518049000751	Pass	
Admin Workstation	YL4Q135580	Pass	
Admin W/S Screen	006NDRF77750	Pass	
Print Server Fujitsu	YL4Q135500	Pass	
Print Server Screen	006NDMT77787	Pass	
Epson Printer 4880	JZ7E030015	Pass	
Netgear Switch 16 port	DRBPBA5000060	Pass	
Epson Scanner V500	K64W014192	Pass	
Color Management	3 278-350536-6	n/a	3302 280233-5
Sony Laptop	n/a	n/a	
Belkin 4way surge Protector	n/a	n/a	

CALUMET EQUIPMENT LIST

DATE: 25-26 / Nov / 2010
FOR (SECTION):

<u>Item</u>	<u>Serial #</u>	<u>Pat Tested</u>	<u>Comments</u>
Canon EOS 1DmkIV	1031101339	Pass	ChgrS#
Canon EOS 7D	1580815784	Pass	Grip 1402000962
Canon 15mm	105218	n/a	
Canon 16-35mm	3067058	n/a	
Canon 24-70mm Lens1	3076282	n/a	
Canon 24-70mm Lens2	3073621	n/a	
Canon 70-200 Lens 1	7030011533	n/a	
Canon 70-200 Lens 2	7030011559	n/a	
Canon 50mm macro Lens1	363090	n/a	
Canon EFII 2x Conv 1	201982	n/a	
Canon 580EX II Flash 1	967597	n/a	
Canon 580EX II Flash 2	967106	n/a	
Workstation 1	CZC041BPV3	Pass	
Workstation 2	CZC041BPVM	Pass	
Trust UPS 1	10040317253L	Pass	
Trust UPS 2	10040311353L	Pass	
Trust UPS 3	10040311453L	Pass	
NEC 19" Monitor1	05702441UB	Pass	
NEC 19" Monitor2	07703491UB	Pass	
NEC 19" Monitor3	07703533UB	Pass	
NEC 19" Monitor4	07703711UB	Pass	
Buffalo Terastation	6581804900013L	Pass	
Admin Workstation	YL4Q135582	Pass	
Admin W/S Screen	006NDGL77759	Pass	
Print Server Fujitsu	YL4Q135502	Pass	
Print Server Screen	006NDYG77538	Pass	
Epson Printer 4880	JZ7E030033	Pass	
Netgear Switch 16 port	DRBPDA5000090	Pass	
Epson Scanner V500	K64W014202	Pass	
Color Management	3 278-350531-9	n/a	3302-280232-7
Sony Laptop	n/a	n/a	
Belkin 4way surge Protector	n/a	n/a	

CALUMET EQUIPMENT LIST

DATE 10-12 / Nov /2010
FOR (SECTION):

<u>Item</u>	<u>Serial #</u>	<u>Pat Tested</u>
Nikon D300s/Grip (charger) 1	6056047	Pass
Nikon D300s/Grip (charger) 2	6059129	Pass
Nikon D300s/Grip (charger) 3	6059018	Pass
Nikon D300s/Grip (charger) 4	6058773	Pass
Nikon D300s/Grip (charger) 5	6052114	Pass
Nikon D300s/Grip (charger) 6	6058513	Pass
Nikon D300s/Grip (charger) 7	7406537	Pass
Nikon D300s/Grip (charger) 8	7405480	Pass
Nikon D300s/Grip (charger) 9	7406573	Pass
Nikon D300s/Grip (charger) 10	7406514	Pass
Nikon 10 5mm Lens1	388225	n/a
Nikon 10 5mm Lens2	388520	n/a
Nikon 10 5mm Lens3	388230	n/a
Nikon 10 5mm Lens4	389394	n/a
Nikon 10 5mm Lens5	389563	n/a
Nikon 10 5mm Lens6	389543	n/a
Nikon 10 5mm Lens7	390774	n/a
Nikon 10 5mm Lens8	390113	n/a
Nikon 10 5mm Lens9	390775	n/a
Nikon 10 5mm Lens10	390769	n/a
Nikon 14-24mm Lens1	312578	n/a
Nikon 14-24mm Lens2	312655	n/a
Nikon 14-24mm Lens3	312580	n/a
Nikon 14-24mm Lens4	312656	n/a
Nikon 14-24mm Lens5	312658	n/a
Nikon 14-24mm Lens6	312654	n/a
Nikon 14-24mm Lens7	312657	n/a
Nikon 14-24mm Lens8	312575	n/a
Nikon 14-24mm Lens9	312579	n/a
Nikon 14-24mm Lens10	312576	n/a
Nikon 24-70mm Lens1	473227	n/a
Nikon 24-70mm Lens2	487813	n/a
Nikon 24-70mm Lens3	487812	n/a
Nikon 24-70mm Lens4	487912	n/a
Nikon 24-70mm Lens5	487811	n/a
Nikon 24-70mm Lens6	488097	n/a
Nikon 24-70mm Lens7	488159	n/a
Nikon 24-70mm Lens8	475787	n/a
Nikon 24-70mm Lens9	473364	n/a
Nikon 24-70mm Lens10	497185	n/a
Nikon 70-200 Vr Lens 1	20073979	n/a
Nikon 70-200 Vr Lens 2	20084581	n/a
Nikon 70-200 Vr Lens 3	20084580	n/a
Nikon 70-200 Vr Lens 4	20079194	n/a
Nikon 70-200 Vr Lens 5	20084579	n/a
Nikon 70-200 Vr Lens 6	20079382	n/a
Nikon 70-200 Vr Lens 7	20080480	n/a
Nikon 70-200 Vr Lens 8	20073978	n/a
Nikon 70-200 Vr Lens 9	20082391	n/a
Nikon 70-200 Vr Lens 10	20083866	n/a
Nikon 60mm Lens 1	5093076	n/a
Nikon 60mm Lens 2	5093078	n/a
Nikon 60mm Lens 3	5093910	n/a
Nikon 60mm Lens 4	5090366	n/a
Nikon 60mm Lens 5	5093916	n/a
Nikon 60mm Lens 6	5093987	n/a
Nikon 60mm Lens 7	5093465	n/a
Nikon 60mm Lens 8	5093984	n/a
Nikon 60mm Lens 9	5093002	n/a
Nikon 60mm Lens 10	5093068	n/a

CALUMET EQUIPMENT LIST**DATE. 10-12 / Nov /2010****FOR (SECTION):**

<u>Item:</u>	<u>Serial #</u>	<u>Pat Tested</u>
Nikon TC20EIII Conv 1		n/a
Nikon TC20EIII Conv 2		n/a
Nikon TC20EIII Conv 3		n/a
Nikon TC20EIII Conv 4		n/a
Nikon TC20EIII Conv 5		n/a
Nikon TC20EIII Conv 6		n/a
Nikon TC20EIII Conv 7		n/a
Nikon TC20EIII Conv 8		n/a
Nikon TC20EIII Conv 9		n/a
Nikon TC20EIII Conv 10		n/a
Nikon SB900 1	2459429	n/a
Nikon SB900 2	2464187	n/a
Nikon SB900 3	2463952	n/a
Nikon SB900 4	2465827	n/a
Nikon SB900 5	2463958	n/a
Nikon SB900 6	2464108	n/a
Nikon SB900 7	2464911	n/a
Nikon SB900 8	2464103	n/a
Nikon SB900 9	2464104	n/a
Nikon SB900 10	2464105	n/a

CALUMET EQUIPMENT LIST**DATE 10-12 / Nov /2010
FOR (SECTION).**

<u>Item</u>	<u>Serial #</u>	<u>Pat Tested</u>
Wacom Intuos4 Med Tablet 1	O1BT000001	n/a
Wacom Intuos4 Med Tablet 2	O1BT000002	n/a
Wacom Intuos4 Med Tablet 3	O1BT000003	n/a
Wacom Intuos4 Med Tablet 4	O1BT000004	n/a
Wacom Intuos4 Med Tablet 5	O1BT000005	n/a
Wacom Intuos4 Med Tablet 6	O1BT000006	n/a
Wacom Intuos4 Med Tablet 7	O1BT000103	n/a
Wacom Intuos4 Med Tablet 8	O1BT000104	n/a
Wacom Intuos4 Med Tablet 9	O1BT000105	n/a
Wacom Intuos4 Med Tablet 10	O1BT000107	n/a
Wacom Intuos4 Med Tablet 11	O1BT000108	n/a
Workstation 1	CZC041BPVB	Pass
Workstation 2	CZC041BPVK	Pass
Workstation 3	CZC041BPTK	Pass
Workstation 4	CZC041BPVH	Pass
Workstation 5	CZC041BPTP	Pass
Workstation 6	CZC041BPTR	Pass
Workstation 7	CZC041BPVL	Pass
Workstation 8	CZC041BPTT	Pass
Workstation 9	CZC041BPVR	Pass
Workstation 10	CZC041BPVT	Pass
Workstation 11	CZC041BPVY	Pass
Trust UPS 1	10040316353L	Pass
Trust UPS 2	10040316453L	Pass
Trust UPS 3		Pass
Trust UPS 4		Pass
Trust UPS 5		Pass
Trust UPS 6		Pass
Trust UPS 7		Pass
Trust UPS 8		Pass
Trust UPS 9		Pass
Trust UPS 10		Pass
Trust UPS 11		Pass
NEC 19" Monitor1	07703501UB	Pass
NEC 19" Monitor2	05702432UB	Pass
NEC 19" Monitor3	07703547UB	Pass
NEC 19" Monitor4	07703536UB	Pass
NEC 19" Monitor5	05702453UB	Pass
NEC 19" Monitor6	07703549UB	Pass
NEC 19" Monitor7	05702446UB	Pass
NEC 19" Monitor8	07703529UB	Pass
NEC 19" Monitor9	07703714UB	Pass
NEC 19" Monitor10	07703710UB	Pass
NEC 19" Monitor11	07703509UB	Pass
NEC 19" Monitor12	07703720UB	Pass
NEC 19" Monitor13	07703719UB	Pass
NEC 19" Monitor14	07703540UB	Pass
NEC 19" Monitor15	07703724UB	Pass
NEC 19" Monitor16	07703721UB	Pass
NEC 19" Monitor17	07703504UB	Pass
NEC 19" Monitor18	07703494UB	Pass
NEC 19" Monitor19	05702445UB	Pass
NEC 19" Monitor20	07703507UB	Pass
NEC 19" Monitor21	07703496UB	Pass
NEC 19" Monitor22	07703534UB	Pass
Buffalo Terastation	T65851804900044	Pass
Print Server Fujitsu	YL4Q135598	Pass
Print Server Screen	006NDYG77754	Pass
Epson Printer 4880	JZ7E029640	Pass
Netgear Switch 16		Pass

CALUMET EQUIPMENT LIST**DATE 10-12 / Nov /2010****FOR (SECTION)**

<u>Item</u>	<u>Serial #</u>	<u>Pat Tested</u>
Epson Scanner V500	K64W011460	Pass
Color management	3 278-350281-3	Pass

DATE 10-12 / Nov /2010
FOR (SECTION)

Calumet Photographic Ltd

CALUMET EQUIPMENT LIST**DATE 10-12 / Nov /2010**
FOR (SECTION).

<u>Comments</u>	<u>SKU</u>	<u>location</u>
	355-373B	EA02C
	355-373B	EA02C
	355-373B	EA02C
	355-373B	EA02C
	355-373B	EA02C
	355-373B	EA02C
	355-373B	EA02C
	355-373B	EA02C
	355-373B	EA02C
	355-373B	EA02C
	355-373B	EA02C
	355-801Z	EA03B
	355-801Z	EA03B
	355-801Z	EA03B
	355-801Z	EA03B
	355-801Z	EA03B
	355-801Z	EA03B
	355-801Z	EA03B
	355-801Z	EA03B
	355-801Z	EA03B
	355-801Z	EA03B

CALUMET EQUIPMENT LIST

DATE 10-12 / Nov /2010
FOR (SECTION)

[illegible]

CALUMET EQUIPMENT LIST**DATE. 10-12 / Nov /2010**
FOR (SECTION).

<u>Comments</u>	<u>SKU</u>	<u>location</u>
3302-280237-4		



FILE COPY

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

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

**COMPANY NO. 754171
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEBENTURE TO
THE DEBENTURE AND DATED 1 FEBRUARY 2011 AND
CREATED BY BOWENS INTERNATIONAL LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM
EACH LOAN PARTY TO THE SECURED PARTIES (OR ANY OF
THEM) 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 11
FEBRUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 FEBRUARY
2011



Companies House
— for the record —

mt L/C



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES