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COMPANIES FORM No 395

395

CHFP010

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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.

014656/39

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

1 B

3288247

Name of company

* Insert full name of
company

* Avocet Hardware Limited

Date of creation of the charge

02 November 2007

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

/o

Guarantee and Debenture

Amount secured by the mortgage or charge

T
.
/o

All moneys due or to become due or owing by the Company to any of all of
the Secured Parties (as defined in the Debenture) pursuant to the terms
of the Secured Loan Note Instruments or pursuant to clause 1 of the
Debenture

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

Hotbed Limited (company no 4197067), Lakeside, Shirwell Crescent,

Furzton, Milton Keynes, Buckinghamshire

Postcode MK4 1GA

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

EMW LAW LLP (REF HH)
SEEBECK HOUSE
ONE SEEBECK PLACE
KNOWLHILL
MILTON KEYNES
MK5 8FR

Time critical reference

For official use (02/06)

Mortgage Section

Post room

THURSDAY



AZ9TDO6

A41

15/11/2007

421

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

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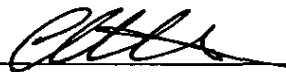
Please complete legibly, preferably in black type, or bold block lettering

1 1 The Company with full title guarantee hereby charges to the Trustee (as security trustee for the Secured Parties) as a continuing security for the payment or discharge of the Secured Liabilities (as defined in the Guarantee and Debenture) -
1 1 1 by way of legal mortgage all estates rights or interests (whether legal or equitable) in the freehold and leasehold property described in Schedule 1 together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on any such property and the benefit of any covenants or rights owed to any person or enforceable by him or by virtue of the ownership, possession or occupation of land,
1 1 2 by way of fixed charge -
(a) all estates rights or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of this Debenture (other than any property charged in terms of clause 1 1 1 above) together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership, possession or occupation of land,

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 13.11.07

† delete as appropriate

On behalf of ~~company~~ mortgagee/chargee†

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

Short particulars of all the property mortgaged or charged (continued)

Please do not write in
this binding margin

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

(b) all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land and the benefit of all other agreements relating to land to which it is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures) which are at any time on the property charged under this Debenture,
(c) all present and future plant and machinery equipment and motor vehicles not otherwise charged under this clause 1 and owned by the Company as a capital asset and all other present and future chattels of the Company (excluding any of the same for the time being forming part of the Company's stock in trade or work in progress),
(d) all present and future stocks, shares, bonds, debentures, loan stocks and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them,
(e) all rights and interests in and claims under all policies of insurance and assurance held or to be held by or insuring to the benefit of the Company and the benefit of all rights, claims and rebates of premium to which the Company is now or may be entitled under any contracts,
(f) all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world,
(g) all the Company's goodwill and uncalled capital for the time being,
(h) all present and future book and other debts and monetary claims of the Company (whether owed to the Company alone or jointly with another person) whether payable now or in the future and whether liquidated or unliquidated, certain or contingent and the benefit of all present and future rights and claims of the Company against third parties relating to them and capable of being satisfied by the payment of money (save as charged under sub-clause 1 1 2(e)) including, without limitation, all cheques, bills of exchange, negotiable instruments, credits and securities at any time given to, or to secure payment of such debt,
(i) all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest),
1 1 3 by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned (whether in law or equity) by this clause 1, (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in sub-clause 1 1 2)

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 03288247

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT
GUARANTEE & DEBENTURE DATED THE 2nd NOVEMBER 2007 AND CREATED BY
AVOCET HARDWARE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE
FROM THE COMPANY TO ANY OF ALL OF THE SECURED PARTIES 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 15th NOVEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st NOVEMBER 2007

Langele



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES