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in black type or
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lettering

* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

395

To the Registrar of Companies

For official use Company number

[] [] [] [] [] []
[] [] [] [] [] []

3375967

Name of company

* MAINLINE SAFETY LIMITED

Date of creation of the charge

17 July 1998

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

Debenture

Amount secured by the mortgage or charge

- (i) all indebtedness, liability and obligations due arising or incurred to Merseyside Special Investment Mezzanine Fund Ltd ("the Lender") by the Company.
- (ii) on a full indemnity basis all reasonable costs and expense incurred by the Lender in relation to the Debenture and in relation to the protection and enforcement of the rights thereunder
- (iii) interest to the date of discharge on all sums due and payable and all liabilities and obligations to be discharged under (i) and (ii) above.

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

Merseyside Special Investment Mezzanine Fund Limited

5th Floor Cunard Building Pier Head Liverpool

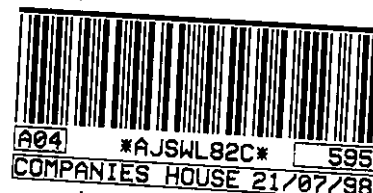
Postcode L3 1DS

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

BRABNER HOLDEN
BANKS WILSON
Solicitors
1 DALE STREET
LIVERPOOL
L2 2ET
(DX 14118 LIVERPOOL)

For official use
Mortgage section

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

See Rider

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bold block
lettering

Particulars as to commission allowance or discount (note 3)

Signed *Rachna Haldar Bhat Wdh*

Date *20/7/11*

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 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.

Rider

1. By way of first fixed charge:-

- 1.1 all future freehold and leasehold property of the Company;
- 1.2 all estates and interests not hereinbefore effectively charged now or hereafter belonging to the Company in or over land or the proceeds of sale of land and all licences now or hereafter held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become a party or otherwise entitled;
- 1.3 the goodwill of the Company and its uncalled capital for the time being.
- 1.4 all copyrights, patents and registered and unregistered designs (including applications and rights to apply therefor), inventions, trademarks and service marks whether registered or not (including all registrations thereof and applications and rights to apply therefor), confidential information and know-how and fees, royalties and other rights of every kind deriving from copyright, patents or inventions or other intellectual property throughout the World now or at any time hereafter belonging to or created by or assigned to the Company;
- 1.5 all chattels now or at any time hereafter hired, leased or rented by the Company to any other person together in each case subject to and with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract;
- 1.6 all present and future book debts and all other amounts recoverable or receivable by the Company from other persons and the benefit of all rights relating thereto;
- 1.7 all stock, shares loan capital of the Company, indebtedness or liabilities on any account or in any manner owing to the Company in (and from) any company which now is or may hereafter become a subsidiary of the Company; and
- 1.8 the benefit of all licences consents and authorisations held in connection with its business or the use of any property from time to time charged by or pursuant to the Debenture and the right to recover and receive all compensation which may be payable to it in respect of them.

2. By way of first floating charge all its undertaking and all its property and assets whatsoever and wheresoever situated both present and future, but excluding any

property or assets otherwise effectively mortgaged or charged by way of fixed mortgage or charge under or pursuant to 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. 03375967

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 17th JULY 1998 AND CREATED BY MAINLINE SAFETY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO MERSEYSIDE SPECIAL INVESTMENT MEZZANINE FUND LIMITED UNDER THIS DEBENTURE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 21st JULY 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd JULY 1998.

A handwritten signature in cursive script, appearing to read 'M. Ibrahim'.

for the Registrar of Companies



C O M P A N I E S H O U S E

HC026B

Post
RM
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