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COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £10 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

* **QUILLER HOLDINGS LIMITED**

Date of creation of the charge

29/10/2004

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

GUARANTEE AND DEBENTURE

Amount secured by the mortgage or charge

All Indebtedness now or in the future due, owing or incurred by the Company and each of the Obligors (as defined below) to the Bank in any manner (except as guarantor under this deed) including all interest, commission, fees, charges, costs and expenses which the Bank may charge to the Company in the course of the Bank's business or incur in respect of the Company or the Company's affairs.

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

BARCLAYS BANK PLC OF 54 LOMBARD STREET, LONDON

Postcode **EC3P 3AH**

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

*DLA LLP
DX 33866
Finsbury Square*

Time critical reference

For official Use
Mortgage Section

Post room



A27
COMPANIES HOUSE

0695
04/11/04

PLEASE SEE ATTACHED SCHEDULE

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)

None.

Signed

DACP.

Date

3/11/07

On behalf of [company] [mortgagor/chargee]†

A fee of £10 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 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

**SCHEDULE TO COMPANIES FORM 395 IN RESPECT OF A GUARANTEE AND
DEBENTURE DATED 29 AUGUST 2004**

COMPANY: QUILLER HOLDINGS LIMITED

COMPANY NUMBER: 3611347

PART I : DEFINITIONS

"Assets" means, all the Company's undertaking, property, assets, rights and revenues whatever and wherever in the world at present and future and includes each or any of them;

"Bank" means Barclays Bank PLC and any transferee or successor, whether immediate or derivative;

"Company" means Quiller Holdings Limited;

"Floating Charge Assets" means, those of the Company's Assets that are for the time being comprised in the floating charge created by clause 3.1.3 by only insofar as concerns that floating charge;

"Indebtedness" includes any obligation for the payment or re-payment by the Company or any Obligor to the Bank of money in any currency, whether present or future, actual or contingent, joint or several, whether incurred as principal or surety or in any way whatsoever including any liability (secured or unsecured) of the Company or any Obligor to a third party which subsequently becomes payable to the Bank by assignment or otherwise and including principal, interest commission, fees and other charges;

"Intellectual Property" means all patents (including supplementary protection certificates), utility models, registered and unregistered trademarks (including service marks), rights in passing off, copyrights, database rights, registered and unregistered rights in designs, (including in relation to semi conductor products) and in each case any extensions and renewals of and all applications for these rights;

"Land" includes freehold and leasehold land and any other estate in land and (outside England and Wales) immoveable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures);

"Obligor" means Quiller Electronics Limited and Deltron Electronics PLC and includes any company which accedes as a party to this deed under clause 19 (with effect from the time of its accession).

"Securities" means, in relation to the Company and each Obligor all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person and all other investments as listed in Part II of Schedule 2 to the Financial Services and Markets Act 2000 which:

- now or in the future represent a holding in a subsidiary undertaking (as defined in Section 258 of the Companies Act 1985) or an undertaking which would be a subsidiary undertaking if in subsection (2)(a) of that section "30% per cent or more" were substituted for "a majority"; or
- the certificates for which are now or in the future deposited by the Company or any Obligor with the Bank or which, if uncertificated, are held in an escrow or other account in our favour or held in the Bank's name or that of the Bank's nominee or to the Bank's order;

including in each case all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise;

PART II : SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED (CONTINUED)

1. FIXED CHARGE

The Company charges to the Bank with full title guarantee payment or discharge of all Indebtedness:

- 1.1 by way of legal mortgage all freehold and leasehold Land in England and Wales now vested in the Company and not registered at HM Land Registry;
- 1.2 by way of fixed charge:
 - 1.2.1 all freehold and leasehold Land in England and Wales now vested in the Company and registered at HM Land Registry;
 - 1.2.2 all other Land which is now, or in the future becomes, the property of the Company;
 - 1.2.3 all plant and machinery now or in the future attached to any Land ;
 - 1.2.4 all rental and other income and all debts and claims which are due or owing to the Company now or in the future under or in connection with any lease, agreement or licence relating to Land;
 - 1.2.5 all the Company's Securities;

1.2.6 all insurance and assurance contracts and policies now or in future held by or otherwise benefiting the Company:

- which relate to Assets themselves subject to a fixed charge in the Bank's favour; or
- which are now or in the future deposited by the Company with the Bank;

together with all the Company's rights and interests in these contracts and policies (including the benefit of all claims arising and money payable under them);

1.2.7 all the Company's goodwill and uncalled share capital for the time being;

1.2.8

- all the Company's Intellectual Property, present and future, including any Intellectual Property to which the Company is not absolutely entitled or to which the Company's entitled together with others;
- the benefit of all agreements and licences now or in the future entered into or enjoyed by the Company relating to the use or exploitation of any Intellectual Property in any part of the world;
- all trade secrets, confidential information and know-how owned or enjoyed by the Company now or in the future in any part of the world;

1.2.9 all trade debts now or in the future owing to the Company; all other debts now or in the future owing to the Company save for those arising on fluctuating accounts with associates (as defined in section 53(3) of the Companies Act 1989);

1.2.10 the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to the Company as security in respect of any Asset itself subject to a fixed charge in the Bank's favour.

2. FLOATING CHARGE

By way of floating charge:

2.1 all the Company's Assets which are not effectively charged by the fixed charges detailed above; and

2.2 without exception, all the Company's Assets insofar as they are situated for the time being in Scotland but in each case so that the Company shall not without the Bank's prior written consent:

- create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking pari passu with or subject to, this floating charge);
- take any other step referred to in clause 5.1 with respect to any of the Floating Charge Assets;
- sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business.

3. NEGATIVE PLEDGE

The Company may not, except with the Bank's prior written consent:

- 3.1 create or attempt to create any fixed or floating security of any kind or any trust over any of the Company's Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of the Company's business) to arise or subsist over any of the Company's Assets;
- 3.2 Sell, assign, lease, license or sub-license, or grant any interest in, the Company's Intellectual Property Rights, or purport to do so, or part with possession or ownership of them, or allow any third party access to them or the right to use any copy of them.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03611347

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT GUARANTEE & DEBENTURE DATED THE 29th OCTOBER 2004 AND CREATED BY QUILLER HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND EACH OF THE OBLIGORS TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 4th NOVEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th NOVEMBER 2004.

Dxamp



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES