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COMPANIES FORM No. 395

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CHFP004

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Please do not write in this margin

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

04049983

Name of company

• Regency Factors Invoice Finance Limited
("Company")

* insert full name of Company

Date of creation of the charge

6 August 2008

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

All Assets Debenture made between (1) Coface Receivables Finance Limited ("Security Holder") and (2) the Company

Amount secured by the mortgage or charge

All obligations and liabilities whether actual, accruing or contingent, present or future, owing or incurred to the Security Holder by the Company, in whatever currency denominated and on whatever account howsoever arising, whether alone or jointly and in whatever style, name or form and whether as principal or surety

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

Coface Receivables Finance Limited (a limited liability company registered in England and Wales with number 04933860), 15 Appold Street, London

Postcode EC2A 2DL

Presenter's name address and reference (if any)

Penningtons Solicitors LLP
Abacus House
33 Gutter Lane
London EC2V 8AR
GSL/AGE/2800654

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

THURSDAY



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21/08/2008

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1 A fixed charge by way of legal mortgage on all freehold and leasehold property owned by the Company, including but not limited to land of which the Company is registered as proprietor at The Land Registry,

2 A fixed charge on all of the following assets, whether now or in the future belonging to the Company or to which the Company may be entitled

(i) the freehold and leasehold properties of the Company not effectively mortgaged under clause 2.1.1 of the Debenture including such as may hereafter be acquired,

(ii) all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to the property subject to the legal mortgage under clause 2.1.1 of the Debenture and all spare parts, replacements, modifications and additions for or to the same and the benefit of all contracts and warranties relating to the same,

(iii) any other freehold and leasehold property which the Company shall own, together with all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in on or attached to such property and all spare parts, replacements, modifications and additions for or to the same and the benefit of all contracts and warranties relating to the same,

(iv) all plant and machinery and other equipment listed in the Fourth Schedule to the Debenture and all spare parts, replacements modifications and additions for or to the same and the benefit of all contracts and warranties relating to the same,

(cont on M395co)

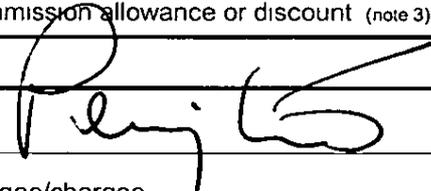
Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date 18 August 2008

On behalf of 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 are to be made payable to **Companies House**
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

Please do not
write in this
binding margin
CHFP004

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)
Particulars of a mortgage or charge
(continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

Company number

04049983

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

Name of company

Regency Factors Invoice Finance Limited
("Company") ~~limited~~*

* delete if
inappropriate

Description of the instrument relating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

Please do not
write in this
binding margin

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

Names, addresses and descriptions of the mortgagees or persons entitled to the charge
(continued)

Please do not write
in this binding
margin

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

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

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Please complete
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bold black
lettering

(v) all fixed plant and machinery, including all spare parts, replacements, modifications and additions for or to the same, not listed in the Fourth Schedule to the Debenture and the benefit of all contracts and warranties relating to the same,

(vi) all goodwill, unpaid and/or uncalled capital for the time being of the Company,

(vii) all the Company's Intellectual Property,

(viii) all the Company's Securities,

(ix) all loan capital, indebtedness or liabilities on any account or in any manner owing to the Company from any Subsidiary of the Company or from any other Group Company,

(x) all amounts realised by an administrator or liquidator of the Company, upon enforcement or execution of any order of the Court under Part IV of the Insolvency Act 1986,

(xi) all documents of title to any item of property which at any time and for any purpose has been or may be deposited with the Security Holder,

(xii) the assets mentioned in the title documents referred to in the immediately preceding sub-paragraph,

(xiii) all monies from time to time payable to the Company under or pursuant to the Insurances, including without limitation the right to the refund of any premiums,

(xiv) all the Company's Fixed Charge Debts,

(xv) all claims and causes of action, including (without limitation) claims for breach of duty or restitution

3 A floating charge on the remainder of the undertaking, property rights and assets of the Company whatsoever and wheresoever, both present and future, not subject to the above charges and any items not effectively charged as fixed charges under clauses 2 1 1 and 2 1 2 of the Debenture including all the Company's Floating Charge Debts (as defined in the Debenture) present and future

NEGATIVE PLEDGE - NOTE: please refer to the Debenture dated 6 August 2008 for full details



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

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

**COMPANY NO. 4049983
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ALL ASSETS DEBENTURE
DATED 6 AUGUST 2008 AND CREATED BY REGENCY FACTORS
INVOICE FINANCE LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY TO COFACE
RECEIVABLES FINANCE LIMITED SECURITY HOLDER ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 21
AUGUST 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 AUGUST 2008

P. J.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES