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COMPANIES FORM No. 395

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



395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

04133945

Name of company

* UHV Design Limited ("the Company")

Date of creation of the charge

21 February 2006

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

Debenture containing fixed and floating charges ("the Debenture")

Amount secured by the mortgage or charge

All or any monies and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to The Governor and Company of the Bank of Scotland ("BoS") by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not BoS shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual BoS rates and practice as well after as before any demand made or decree obtained under or in relation to the Debenture ("the Secured Liabilities").

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

The Governor and Company of the Bank of Scotland, The Mound, Edinburgh

Postcode EH1 1YZ

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

Martineau Johnson
No 1 Colmore Square
Birmingham
B4 6AA

ref:kmh/126859

Time critical reference

For official Use (02/00)

Mortgage Section

Post room



A08
COMPANIES HOUSE

163
01/03/2006

Short particulars of all the property mortgaged or charged

Please see attached Rider

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

Morh'lean Johnson

Date

27/4/06

On behalf of ~~XXXXXX~~ [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 must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: **Companies House, Crown Way, Cardiff CF14 3UZ**

Short Particulars of all Property Mortgaged or Charged

UHV Design Limited

Company Number 04133945

SCHEDULE OF CHARGES, COVENANTS AND RESTRICTIONS

**contained in a Debenture in favour of The Governor and Company of the Bank of Scotland
("BoS") dated 21 February 2006**

Charges

1. by way of legal mortgage all estates or interests in the freehold and leasehold property described in the Schedule to the Debenture 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;
2. by way of fixed charge all estates or interests in any freehold or leasehold property belonging to the Company at the date of the Debenture or at any time thereafter (other than any property described in paragraph 1 above) together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
3. by way of fixed charge 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 the Debenture;
4. by way of fixed charge all present and future plant and machinery, vehicles, computers and office and other equipment owned by the Company;
5. by way of fixed charge all present and future stocks, shares 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;
6. by way of fixed charge 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 and claims to which the Company was at the date of the Debenture or may be entitled under any contracts;
7. by way of fixed charge 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;

8. by way of fixed charge all the Company's goodwill and uncalled capital for the time being;
9. by way of fixed charge all present and future book and other debts and monetary claims of the Company whether payable at the date of the Debenture or in the future 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 described in paragraph 6 above);
10. by way of fixed charge 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);
11. by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned as mentioned in paragraphs 1 to 10 inclusive (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in paragraphs 2 to 10 above inclusive).
12. By way of assignment (subject to the right of the Company to redeem such assignment upon payment or discharge in full of the Secured Liabilities) all the right, title and interest of the Company in and to any interest rate hedging agreements entered into by any person.
13. To the extent that any such right, title and interest as is referred to in Clause 2.2 of the Debenture is not assignable or capable of assignment, the assignment thereof purported to be effected by such Clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Company may derive therefrom or be awarded or entitled to in respect thereof, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities.

Conversion into fixed charge

BoS may at any time by notice in writing to the Company immediately convert the floating charge created under sub-clause 2.1.3 of the Debenture into a fixed charge over any Assets specified in that notice and the floating charge will, without notice from **BoS**, automatically be converted with immediate effect into a fixed charge:-

1. in respect of any Assets which become subject to a fixed charge in favour of any other person;
2. in respect of any Assets which are subject to any step by any third party to levy any distress, attachment, execution or other legal process thereon;
3. in respect of any Assets charged under sub-clause 2.1.3 of the Debenture if and when the Company ceases to carry on business or to be a going concern; and
4. in respect of all Assets on the making of an order for the compulsory winding-up of the Company, on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company or the taking of any steps (including without limitation, the making of an application or the giving of any notice) by the Company or any other person for the appointment of an administrator in respect of the Company and/or solely by reason of the

Company obtaining a moratorium or anything done with a view to obtaining a moratorium under the Insolvency Act 2000;

but so that this provision shall not apply to any Assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such automatic conversion.

Restriction on charges and disposals

The Company will not without the previous written consent of **BoS**:

1. create or attempt to create or permit to subsist any mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or encumbrance on all or any of its Assets; or
2. sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets (other than any Assets the subject of a floating charge (but not any fixed charge or mortgage) on arms length terms in the ordinary course of trading) ; or
3. in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset.

Control of moneys received

The Company shall

- (a) get in and realise the Company's book and other debts and other monies, in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into an account in accordance with sub-clause 2.12.2 of the Debenture) upon trust for **BoS**; and
- (b) pay into its account with **BoS** (or as **BoS** may direct) all monies which it receives in respect of any book or other debts and other monies charged to **BoS**).
- (c) if called upon to do so by **BoS** execute a legal assignment of all or any such book or other debts in **BoS**.

Definitions:

"Assets" shall mean the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04133945

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 21st FEBRUARY 2006 AND CREATED BY UHV DESIGN LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER 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 1st MARCH 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd MARCH 2006.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES