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COMPANIES FORM No. 395

719423/13

Particulars of a mortgage or charge

395

A fee of £13 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

[1 1 2]

04565665

Name of company

* BARBURRITO LIMITED

Date of creation of the charge

27 AUGUST 2008

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

DEBENTURE

Amount secured by the mortgage or charge

The Company covenants that it will on demand pay to the Investor all moneys and discharge all obligations and liabilities whether actual or contingent due owing or incurred to the Investor by the Company in whatever currency denominated whether on any current or other account or otherwise in any manner whatsoever (whether alone or jointly as principal or surety and in whatever style name or form and whether originally owing to the Investor or acquired by it from any other person) when the same are due including all liabilities in connection with foreign exchange transactions, swap arrangements, issuing confirming accepting endorsing or discounting any notes or bills, or under bonds guarantees indemnities documentary or other credits or any instruments whatsoever from time to time entered into by the Investor for or at the request of the Company together with interest to date of payment at such rates and upon such terms as may from time to time be agreed and all commission fees and other charges and all legal and other costs and expenses incurred by the Investor in relation to the Company or the assets hereby charged on a full indemnity basis

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

RAPID REALISATION FUND LIMITED (company registered in Guernsey with number 47341) (Investor) PO Box 296, Sarnia House, St Peter Port, Guernsey

Postcode GY1 4NA

Presentor's name address and
reference (if any)

Hill Dickinson LLP
50 Fountain St
Manchester
M2 2AS

JOS/1045464/02

Time critical reference

For official Use (06/2005)
Mortgage Section

WEDNESDAY



AIPGI30I

A03

10/09/2008

380

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

- 1 The Company with full title guarantee charges to the Investor as a continuing security for the payment of all moneys and the discharge of all obligations and liabilities covenanted to be paid or otherwise secured by the Debenture
- 1 1 the freehold leasehold and commonhold property of the Company both present (at the date of the Debenture) and future including but not limited to the properties specified in Schedule 1 to the Debenture and all buildings and fixtures (including trade and tenants' fixtures) from time to time on any such property and all liens charges options agreements easements rights and interests over land or the proceeds of dispositions of land both present (at the date of the Debenture) and future,
- 1 2 all plant machinery vehicles computers and other equipment of the Company both present (at the date of the Debenture) and future (including but not limited to those items specified in Schedule 2 of the Debenture) and all spare parts replacements modifications and additions for the same and the full benefit of all warranties and contracts relating to the same but excluding stock-in-trade of the Company and all such items ordinarily disposed of by the Company in the normal course of trading as a going concern,

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 Hill Dickinson LLP

Date 9/9/08

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**

CHFP025

**Particulars of a mortgage or charge
(continued)**Please do not
write in this
binding marginContinuation sheet No 1
to Form No 395 and 410 (Scot)Please complete
legibly, preferably
in black type, or
bold block lettering

Company Number

04565665

Name of Company

BARBURRITO LIMITED

Limited*

* delete if
inappropriate

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

1 3 all stocks, shares, bonds and securities (including warrants and options in relation to the same) of any kind whatsoever whether marketable or otherwise and all other interests including but not limited to loan capital of the Company both present (at the date of the Debenture) and future in any company, firm, consortium or entity wheresoever situate including all allotments, accretions, offers, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of the same whether by way of conversion, redemption, bonus, preference, option, dividend, interest or otherwise (all of which are hereinafter called the **Securities**) but excluding any Securities being items ordinarily disposed of by the Company in the normal course of trading as a going concern,

1 4 all book and other debts, revenues and claims both present (at the date of the Debenture) and future (including Investor deposits, credit balances and rights under hedging agreements or derivative transactions entered into by the Company in connection with protection against or benefit from fluctuation in any rate or price) and all things in action due or owing or which may become due or owing to or purchased or otherwise acquired by the Company and the full benefit of all rights and remedies relating thereto including but not limited to any negotiable or non-negotiable instruments, guarantees, indemnities, debentures, legal and equitable charges and other security reservation of propriety rights of tracing liens and all other rights and remedies of whatsoever nature in respect of the same,

1 5 the uncalled capital goodwill and all patents trade marks and service marks (whether registered or not) brand and trade names registered designs design rights copyrights computer programs systems tapes disks software and other rights (including internet domain names) inventions confidential information know-how and all other intellectual or intangible property or rights and all applications for the protection of any of the foregoing in any part of the world, and all licences agreements and ancillary and connected rights and benefits including all royalties fees and other income accruing or arising from the same both present (at the date of the Debenture) and future of the Company,

1 6 all present (at the date of the Debenture) and future contracts or policies of insurance (including life policies) in which the Company has at the date of the Debenture or thereafter has an interest and all rights claims and moneys from time to time payable thereunder including any refund of premiums, and

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

1 7 the undertaking and all other property assets and rights of the Company whatsoever and wheresoever both present (at the date of the Debenture) and future (including but not limited to the stock-in-trade of the Company and all other items ordinarily disposed of by the Company in the normal course of trading as a going concern) and the heritable property and the whole of the property assets and rights in Scotland which is or may be from time to time while this instrument is in force comprised in the property and undertaking of the Company and the premises First Secondly Thirdly Fourthly Fifthly and Sixthly described (if and in so far as items are excluded therefrom or the charges thereon contained in the Debenture shall for any reason be ineffective as fixed charges)

2 The charges created by the Debenture shall rank subject only to the charge (the **Prior Charge**) referred to in Schedule 3 of the Debenture to the extent therein specified and shall

(a) as regards the premises First Secondly Thirdly Fifthly and Sixthly described be fixed charges, to the extent capable in law of being so charged (and as regards all those parts of the freehold leasehold and commonhold property now vested in the Company shall constitute a charge by way of legal mortgage thereon),

(b) as regards the premises Fourthly described shall be a fixed charge in so far as such debts revenues and claims are from time to time paid or agreed to be paid into a blocked account monitored by the Investor and a first floating charge (subject to clause 3 4 of the Debenture) in so far as not within such fixed charge, and

(c) as to the premises Seventhly described shall be a first floating charge (subject to Clause 3 4 of the Debenture)

3 The Company covenants that it will not without the prior consent in writing of the Investor

(a) sell assign discount factor pledge charge release set off or otherwise dispose of the premises Fourthly described or any part thereof or deal with the same otherwise than in accordance with Clause 4 2(a) of the Debenture,

(b) create or attempt to create or permit to subsist any mortgage debenture charge or pledge upon seek or permit to increase the amount secured by the Prior Charge or permit any lien or other encumbrance (save a lien arising by operation of law in the ordinary course of trading) to arise on or affect the goodwill undertaking property assets revenues and rights charged by the Debenture (together the Charged Assets) or any part thereof, or

(c) part with possession of or transfer sell lease or otherwise dispose of the Charged Assets or any part thereof or attempt or agree so to do (except in the case of assets charged by way of floating charge only which may be sold at market value in the usual course of trading as now conducted for the purpose of carrying on the Company's business as a going concern)

4 Notwithstanding anything herein contained, if the Company charges pledges or otherwise encumbers (whether by way of fixed or floating security) any of the assets charged by way of floating charge or takes any steps so to do without the prior consent in writing of the Investor or if any person levies or attempts to levy any distress execution sequestration or other process or to obtain an injunction against any of such assets, the charge hereby created over the assets the subject thereof shall automatically without notice operate as a fixed charge



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4565665
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 27 AUGUST
2008 AND CREATED BY BARBURRITO LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO RAPID REALISATION FUND LIMITED 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 10 SEPTEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 SEPTEMBER
2008



Companies House
— for the record —

PS



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES