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in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395**Particulars of a mortgage or charge**

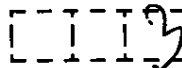
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



4604613

Name of company

* Hillview Industrial Developments (UK) Limited

Date of creation of the charge

4 January 2008

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

Mortgage debenture dated 4 January 2008 (the "**Mortgage**") granted by (1) Hillview Industrial Developments (UK) Limited (the "**Mortgagor**") in favour of (2) The Governor and the Company of the Bank of Ireland (the "**Bank**")

Amount secured by the mortgage or charge

All moneys, obligations and liabilities whatsoever, present or future, actual or contingent, owing or incurred by the Mortgagor to the Bank whether solely or jointly or jointly and severally with any other person and whether as principal or surety and all Expenses except for any obligation which, if it were so included, would result in contravention of Section 151 of the Companies Act 1985 (all of which comprise the "**Secured Obligations**")

Further definitions used in this Form 395

"**Act**" means the Law of Property Act 1925,

"**Charged Assets**" means all property or properties and/or other assets, and, where the context so admits, each of them and any part thereof, and the proceeds of the disposal of the same, and all rights, titles and interests, in each such case as may now or in the future be the subject of this Mortgage Debenture,

[Continued]

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

The Governor and the Company of the Bank of Ireland
Lower Baggot Street
Dublin 2
The Republic of Ireland

Postcode Foreign

Presentor's name address and
reference (if any)

Clyde & Co LLP
51 Eastcheap
London
EC3M 1JP

RJH/CZW/0710613

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

TUESDAY



A47

08/01/2008
COMPANIES HOUSE

171

Short particulars of all the property mortgaged or charged

As a continuing security for the payment and discharge of the Secured Obligations, the Mortgagor with full title guarantee charges in favour of the Bank

- (a) by way of first legal mortgage the First Schedule Property,
- (b) by way of first fixed charge the Property,
- (c) by way of first fixed charge the Securities, the Intellectual Property, the Licences and all deeds and documents from time to time relating to the Charged Assets,
- (d) by way of first fixed charge all Debts now and from time to time due or owing to the Mortgagor,
- (e) by way of first fixed charge all rights and claims to which the Mortgagor is now or may hereafter become entitled in relation to all monies now or at any time hereafter standing to the credit of any bank account (including any Receivables Account as defined in the Mortgage) opened or maintained with the Bank or any third party together with all rights relating or attaching thereto (including the right to interest),

[Continued]

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in black type, or
bold block
lettering*

Particulars as to commission allowance or discount (note 3)

NIL

Signed *Clyde & Co LLP*

Date 7 January 2008

On behalf of ~~XXXXXX~~ (mortgagee/ ~~XXXXXX~~ †

*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**

Addendum 1/4

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

Addendum 2/4

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

"Debts" means (a) all book debts, both present and future, due or owing to the Mortgagor and all other monetary debts and claims, choses in action and other rights and benefits both present and future, (including proceeds of any insurances, proceeds of the realisation of any security, rents, premiums, licence fees, royalties, fees, and other income) due or owing to the Mortgagor and the benefit of all related rights and remedies (including negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing and liens), and (b) all sums, both present and future, due to the Mortgagor by way of compensation, grant, subsidy or refund by any statutory legal or governmental body, authority or institution or by any body, authority or institution of the European Union,

"Derivative Assets" means all assets deriving from the Stock including all allotments, accretions, offers, rights, dividends, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the Stock and all stocks or shares offered at any time by way of rights, money or property accruing on conversion, redemption, bonus, preference, exchange, purchase substitution, option, interest or otherwise in respect thereof,

"Expenses" means all banking, legal and other costs, including travel costs, charges, expenses and/or liabilities (including any Value Added Tax thereon) incurred by or on behalf of the Bank or any Receiver in each case on a full indemnity basis (a) in negotiating and completing any security comprised in the Mortgage, in protecting, preserving or improving, or in considering, enforcing, or exercising, or attempting to enforce or exercise, any security comprised in the Mortgage or any right, power or discretion hereunder, the Mortgagor under the Mortgage including, without limitation, the payment of the principal amount of any borrowings, together with interest thereon, and all other expenses and/or liabilities of the Bank or any Receiver incurred from time to time in relation to the exercise of any right or power on the part of the Bank or any Receiver referred to in the Mortgage

"First Schedule Property" means the freehold property specified in the First Schedule to the Mortgage, namely the freehold land and buildings known as Unit 6, Riverside Industrial Estate, Morson Road, London EN3 4NQ as registered at the Land Registry under title number AGL125103

"Intellectual Property" means all patents, patent applications, trade marks, trade names, service marks, service mark applications, registered designs, copyrights, other protectable rights and assets, know-how, trade secrets and other confidential information and all related licences and connected rights now or in the future belonging to or held by the Mortgagor or any nominee of the Mortgagor,

"Licences" means all licences, consents and authorisations (statutory or otherwise) now or in the future held or acquired by the Mortgagor, or held by a nominee of the Mortgagor, in connection with any business carried on by the Mortgagor or the use of any of the Charges Assets,

"Property" means all freehold and leasehold properties and other real property both present and future of the Mortgagor (including the First Schedule Property) including all buildings and fixtures from time to time thereon or therein and/or the proceeds of sale thereof,

"Rental Income" means the gross rents, licence fees and other money receivable now or hereafter at any time in respect of or arising out of any lease or any agreement for lease or otherwise without limitation derived from a Property or otherwise paid to or received in respect of a Property (including without limitation all mesne profits) but save for insurance rents or service charges or the like,

"Securities" means the Stock and the Derivative Assets, and

"Stock" means all stocks, shares, debentures, bonds and securities or any kind whatsoever owned by the Mortgagor (including rights to subscribe for, convert into, or otherwise acquire the same) whether marketable or otherwise, and all

other interests (including loan capital) of the Mortgagor both present and future in any company, firm, consortium or entity wherever situate

[Continued]

Note

The Mortgage includes covenants by the Mortgagor in favour of the Bank that the Mortgagor shall

(a) at no time during the continuance of the security created under the Mortgage create or permit to subsist any mortgage, charge, assignment, pledge, lien (save as arising in the ordinary course of business other than for obligations more than 90 days overdue), hypothecation, right of set-off or reservation of title, preferential right (save as arising under the general law for the protection of certain classes of creditors) or trust arrangement for the purpose of and having a similar effect to the granting of security, or other security interest of any kind on or over the Charged Assets ranking in priority to, *pari passu*, with or subsequent to the security created by the Mortgage (clause 8 1 of the Mortgage),

(b) at no time during the continuance of this security created under the Mortgage without the prior written consent of the Bank whether by a single transaction or a number of transactions, related or not, and whether at one time or over a period of time and whether voluntarily or involuntarily, sell, transfer, lease, vary, surrender, cancel, assign or otherwise dispose of or permit to be forfeit all or any part of the Property (nor enter into any agreement to do any of the same otherwise than where such agreement is conditional upon the consent of the Bank being obtained) and not effect or allow the same (save in the ordinary course of its business in the case of assets charged by Mortgage only by way of floating charge) in respect of any other of the Charged Assets (clause 8 2 of the Mortgage),

(c) at no time during the continuance of the security created by the Mortgage create or permit to arise or subsist any licence, interest or right to occupy in favour of, or share possession of any of the Property with, any third party and the powers of leasing and accepting surrenders of leases in sections 99 and 100 of the Act (whether in respect of any lease under which it holds the Property of any lease superior thereto or derivative therefrom) shall not be exercised by it without the prior written authority constituted by the Mortgage (clause 8 3 of the Mortgage),

(d) at no time during the continuance of the security created by the Mortgage without the prior written consent of the bank agree any rent review or alter or vary or agree to alter or vary the terms of any lease under which any of the Property is held whether such lease be a lease under which the Mortgagor holds the relevant Property or superior thereto or a lease which it has (with the Bank's consent) granted (clause 8 4 of the Mortgage)

The Mortgage also includes covenants or provisions to the effect that

(a) without prejudice to any other provisions of the Mortgage, if for any reason the assignment of any of the Charged Assets is found to be ineffective and/or if any sums payable in respect of such Charged Assets are received by the Mortgagor, the Mortgagor shall hold the benefit of such Charged Assets and any such sums received by it in trust for the Bank and shall account to the bank for or otherwise apply all such sums as the Bank may direct and shall otherwise at its own cost take such action and execute such documents as the Bank may require,

(b) the Mortgagor declares itself as trustee of all moneys not paid directly to the Bank by insurers in relation to any insurance policy whether or not effected or maintained pursuant to the obligations of the Company under the Mortgage, to hold the same upon trust to apply the same either in making good the loss or damage in respect of which the same may have been received (the Company making good any deficiency from its own resources) or, at the option of the Bank and without prejudice to any obligations and/or entitlements expressly provided in the relevant policy of insurance or to any rights, claims and/or obligations having priority to the obligations imposed by the Mortgage to pay the same to the Bank in or towards payment and discharge of the Secured Obligations in such order and manner as the Bank shall determine, and

(c) the Secured Obligations shall be deemed for the purposes of all powers implied by statute to have become due and payable within the meaning of Section 101 of the Act immediately on the execution of the Mortgage and Section 103 of the Act (restricting the power of sale) Section 109 of the Act (restricting the power to appoint a receiver) and Section 93 of the Act (restricting the right of consolidation) shall not apply to the Mortgage

Addendum 3/4

3 Names, addresses and description of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

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

Continued

(f) by way of first fixed charge the goodwill (including, without limitation, all brand names) and the uncalled capital both present and future of the Mortgagor,

(g) by way of first fixed charge all the interest, rights and entitlements of the Mortgagor under and/or in relation to (i) the compensation moneys referred to in Clause 4 1(i) of the Mortgage, (ii) the insurance policies referred to in Clause 4 2 of the Mortgage, and (iii) the proceeds of all present and future insurances and any returns of premiums in respect thereof,

(h) by way of first fixed charge all chattels from time to time hired, leased or rented by the Mortgagor to any other person, together, in each case, with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligation of any person under or in respect of such contract,

(i) by way of first fixed charge the benefit of any covenants for title given or entered into by any predecessor in title of the Mortgagor to the Property, all proceeds of a capital nature in relation to the disposal of the Property, the benefit of any contract for the sale, letting or other disposal of the Property and all present and future options to renew all leases or purchase all reversions (whether or not freehold) from time to time in relation to the Property,

(j) by way of first fixed charge the benefit, to the extent vested in it, of all building contracts, professionals' appointments, guarantees, valuations, surveys, reports, warranties (including without limitation, all collateral warranties relating to the construction, design or maintenance of the Property) and representations given or made by any building contractors, professional advisers or any other person in relation to any Property, including all rights and remedies available to it against such persons,

(k) by way of first fixed charge all the Mortgagor's fixed plant, machinery and equipment from time to time in, or under the Property (and not comprised in the Property), and

(l) by way of first floating charge all the undertaking, property, assets and rights whatsoever and wheresoever both present and future of the Mortgagor including but not limited to its uncalled capital for the time being, its heritable and moveable property and other property assets and rights (whether corporeal or incorporeal) in Scotland or governed by or subject to Scottish law, save insofar as any of the same shall for the time being be effectively mortgaged, charged or assigned by way of mortgage, fixed charge or assignment under the provisions of clauses 3 1 (a) to (j) inclusive and Clause 3 2 of the Mortgage

The Mortgagor with full title guarantee and as a continuing security for the payment and discharge of the Secured Obligations hereby assigns by way of security and agrees to assign by way of security to the Bank,

(a) all its right, title, interest and entitlements, present and future, in and to the Rental Income,

(b) the benefit to the Mortgagor of all rights and claims to which the Mortgagor is now or may in the future become entitled in relation to the Property including (but without limitation) all rights and claims of the Mortgagor against all persons who now are or who at any time have been or may become tenants, sub-tenants, lessees, sub-lessees, licensees or occupiers of the whole or any part or parts of the Property and all guarantors and sureties for the obligations of any such person, and

(c) the benefit to the Mortgagor of all contracts, deeds, undertakings, agreements, covenants, bonds, indemnities, guarantees, securities, warranties and representations given or made by, and any rights or remedies to which the Mortgagor is now or may in the future be entitled against, all or any professional advisers and contractors in relation to any of the Property and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings or other items now or from time to time in the buildings erected or to be erected on any of the Property and any other person now or from time to time under contract with or under a duty to the Mortgagor including (without limitation) the right to prosecute in the name of the

Company number

4604613

Name of company

*insert full name
of Company

* Hillview Industrial Developments (UK) Limited

Mortgagor any proceedings against any such person in respect of any act, omission, neglect, default, breach of contract or breach of duty whether relating to the design, construction, inspection or supervision of the construction of any of the said buildings or to the quality or fitness for use of such plant, machinery, fixtures, fittings and other items or otherwise and the benefit of all sums recovered in any proceedings against all or any of such persons

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 04604613

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE DATED THE 4th JANUARY 2008 AND CREATED BY HILLVIEW INDUSTRIAL DEVELOPMENTS (UK) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 8th JANUARY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th JANUARY 2008

P. Coni



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES