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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

028021/13

Particulars of a mortgage or charge

only
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

[113]

05934390

Name of company

* GB European Ventures Limited

Date of creation of the charge

23 JULY 2008

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

Legal Charge

Amount secured by the mortgage or charge

£172,000.00 + costs + interest

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

GB Finance Group PLC CO REG NO 05350604

Postcode L3 9QJ

Presentor's name address and
reference (if any)

Guy Williams Layton
Pacific Chambers
11/13 Victoria Street
Liverpool
L2 500
JG/GBEuropean/136648

Time critical reference

For official Use (06/2005)
Mortgage Section

THURSDAY TUESDAY

A46 29/07/2008 268
A44 24/07/2008 212

A3ARM1TU
COMPANIES HOUSE
REGISTRATION
COMPANIES HOUSE

20

Short particulars of all the property mortgaged or charged

44 QUEENS DRIVE, WALTON, LIVERPOOL L4 6SH

Continued on the next page (Page annexed)

Please do not
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*Please complete
legibly, preferably
in black type, or
bold block
lettering*

Particulars as to commission allowance or discount (note 3)

Signed

Date 23 JULY 2008

On behalf of [company] ~~XXXXXXXXXXXX~~ †

*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 the property mortgaged or charged

- 1 1 The Borrower, with full title guarantee, and as security for the payment or discharge when due of the Secured Liabilities, mortgages, charges and assigns and agrees to assign in favour of the Lender
 - 1 1 1 by way of first legal mortgage of the Property,
 - 1 1 2 by way of assignment
 - 1 1 2 1 the benefit of all contracts, deeds, undertakings, agreements, rights, warranties, securities, covenants, guarantees, bonds and indemnities of any nature now or at any time enjoyed or held by the Borrower and relating to the Property (including but without limitation any deposit or other sum paid by way of security or paid under any contract for the sale of the Property or under any option contract relating to the Property (whether or not such deposit is forfeited), all compensation paid in relation to the Property) and all VAT payable on the same,
 - 1 1 2 2 the benefit of all licences, patents, copyrights, design rights and other rights in intellectual property,
 - 1 1 2 3 the benefit of all insurance policies and contracts of insurance relating to the Property and all moneys payable under any such policies and contracts and all VAT payable in the same,
 - 1 1 2 4 the benefit of all rentals, rents, service charges and licence fees (if any) payable under or in respect of any lease, underlease, tenancy or agreement for lease affecting the Property and all VAT payable on the same, and of all personal covenants given by any tenant or occupier of the Property or guarantor of such tenant or occupier to the Borrower,
 - 1 1 3 by way of fixed charge
 - 1 1 3 1 the Borrower's rights now or hereafter to recover any VAT on any supplies made to it relating to the Property and any sums so recovered, and
 - 1 1 3 2 all moneys now or at any time deposited in the Rent Receipts Account (and all other similar accounts that may be opened for the receipt of rent payable in respect of other property), and
 - 1 1 4 in any event of the Borrower being a body corporate by way of floating charge, all its undertaking and all its other property, assets and rights whatsoever and wheresoever situate now or at any time belonging to the Borrower including its goodwill relating to such property, assets and rights and uncalled capital, together with all property, assets and rights not effectively charged by way of legal charge or fixed charge or assignment pursuant to Clauses 1 1 1, 1 1 2, or 1 1 3 above

- 1 2 In the event of the Borrower being a body corporate the Lender may at any time by notice to the Borrower convert the floating charge created by Clause 1 1 4 into a fixed charge as regards any Security Assets specified in such notice and the Borrower will forthwith execute in respect of the specified Security Assets a mortgage, charge, pledge or assignment (as the case may be) of such Security Assets in favour of the Lender, and in such form as the Lender requires
- 1 3 The Borrower unconditionally and irrevocably agrees that repayment of all or any part of the moneys forming part of the Security Assets is and will be subject to and conditional upon the Borrower paying and discharging in full the Secured Liabilities to the satisfaction of the Lender and accordingly, unless and until such time as the Secured Liabilities have been so repaid and discharged in full, neither the Borrower nor any person claiming under, through or on the Borrower's behalf may request, demand or require the payment or repayment of, and the Lender will be under no obligation to pay or repay, all or any part of the monies forming part of the Security Assets to the Borrower or any such other persons or to release all or any part of the Security Assets from the terms of this Legal Charge
- 1 4 The Borrower represents and warrants to the Lender that it is, and during the Security Period it will remain, the sole and absolute beneficial owner of the Security Assets subject only to the security interests created by this Legal Charge and undertakes that it will not
- 1 4 1 create, incur or permit to subsist any other Security Interest over the whole or any part of the Security Assets, or
- 1 4 2 sell, assign, transfer, lease or otherwise dispose of, the whole or any part of, the Security Assets Without in any such case, the prior written consent of the Lender
- 1 5 Upon the Lender being satisfied that the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full, and following a written request from the Borrower, the Lender will release and, where appropriate, reassign the security created by this Legal Charge



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5934390
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 23 JULY
2008 AND CREATED BY GB EUROPEAN VENTURES LTD FOR
SECURING £172,000.00 AND ALL OTHER MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO GB FINANCE GROUP
PLC WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF
THE COMPANIES ACT 1985 ON THE 29 JULY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 JULY 2008



Companies House
— for the record —

PJ



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES