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CHFP025

COMPANIES FORM No. 395

Particulars of a mortgage or charge

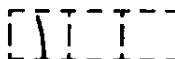
A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



6182131

Name of company

* COVERPOINT HOLDINGS LIMITED

Date of creation of the charge

31/10/08

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

6 Mortgage Debenture dated 31/10/08 between Coverpoint Holdings Limited (the Borrower), (1) and Mr Theodore Agnew and Mr Rupert James Graham Lowe (the "Lenders") (2)

Amount secured by the mortgage or charge

4 Secured Liabilities meaning all money, liabilities and obligations now or in the future owed or incurred by the Company to either or both of the Lenders of any kind, however arising and in any currency, whether or not immediately payable, whether certain or contingent, whether sole or joint, whether as principal or as surety, whether or not the Lenders were the original creditor in respect thereof, and including (without limitation) interest, commission, costs, charges and expenses charged by the Lenders at rates agreed between it and the Company or, in the absence of express agreement, in accordance with the Lenders' normal practice for the time being

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

1 Mr Theodore Agnew, Burnley Hall, East Somerton, Great Yarmouth, Norfolk NR29 4DZ, and

2 Mr Rupert James Graham Lowe, Ravenswell Farm, Withington, GLOS GL54 4DD

Postcode

Presentor's name address and reference (if any)

Pritchard Englefield
14 New Street
London
EC2M 4HE

BEB/120373/11

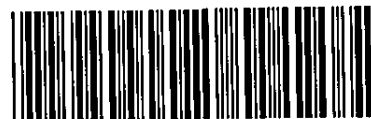
Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

TUESDAY



AIL434QE

A33

11/11/2008

171

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1) By way of first legal mortgage all Land now owned by the Company

"Land" means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated, including without limitation any buildings and Fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership, possession or occupation of land, but for these purposes 'land' excludes heritable property situated in Scotland.

"Fixtures" means all things of any kind now or at any time affixed to land for any purpose, including without limitation trade and tenants' fixtures

2) By way of first fixed equitable charge all Land which the Company acquires in the future

3) By way of separate first fixed charges:

3 1 all the goodwill and uncalled capital of the Company, present and future

3 2 the Securities

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)

N/A

Signed

Date 10th November 08

On behalf of [company] [~~mortgagee/chargee~~] †

A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge
(See Note 5)

Notes

† delete as
appropriate

- 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

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write in this
binding margin

Particulars of a mortgage or charge (continued)

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

* delete if inappropriate

6182131

COVERPOINT HOLDINGS LIMITED

Limited *

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

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

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

*Please complete
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bold block lettering*

"Securities" means all the right title and interest of the Company, now or in the future, in any stocks, shares, instruments creating or acknowledging any debt, or other securities issued by any person

3 3 the Insurances

"Insurances" means all the right, title and interest of the Company, now or in the future, in or under any policy of insurance or assurance or to the proceeds thereof

3 4 the Intellectual Property

"Intellectual Property" means all the right title and interest of the Company (now or in the future) in or to any of the following

3 4 1 any registered intellectual property right in any territory, including without limitation patents, trade marks, service marks, registered designs, and any similar right in any territory and any applications or right to apply for any of the above

3 4 2 any invention, copyright, design right or performance right

3 4 3 any trade secrets, know-how and confidential information

3 4 4 the benefit of any agreement or licence for the use (by the Company and any other person) of any such right

3 4 5 the benefit of any work carried out for a client of the Company and in which any design or copyright remain in whole or in part vested in the Company

3 5 the Debts

"Debts" means all book and other debts now or in the future owing to the Company (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent, together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt, but "Debts" does not include any asset or right effectively charged by way of fixed charge under any other provision of clause 3 of the Mortgage Debenture

3 6 the Rents

"Rents" means any sum payable to the Company (and any right to recover any such a sum)

3 6 1 by way of rent, service charge or otherwise under any lease of Land or as mesne profits, licence fee, or otherwise howsoever for the use or occupation of or trespass upon Land, or other income arising from any Land, and

3 6 2 by way of rent or otherwise for or in connection with the possession or use of, or in respect of any trespass to or conversion of, any chattel except in so far as the same is effectively charged by way of fixed charge by clause 3 1 or 3 2 of the Mortgage Debenture

3 7 the Asset Contracts

"Asset Contracts" means all the rights of the Company, now or in the future, arising out of or in connection with any agreement

3 7 1 for the acquisition of any property (real or personal) by the Company (except to the extent that such rights amount to an interest in land effectively charged by way of legal mortgage or fixed charge by clause 3 1 or 3 2 of the Mortgage Debenture) including without any limitation any option to acquire property, or

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COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 2
to Form No 395 and 410 (Scot)

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

* delete if
inappropriate

Company number

6182131

Name of company

COVERPOINT HOLDINGS LIMITED

Limited *

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

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

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

*Please complete
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3 7 2 for the hire, hire purchase, lease or loan of any property (real or personal), to the Company (except as provided in clause 3 7 1 above)

3 8 the Other Claims

"Other Claims" means all rights, claims or obligations of any kind whatsoever now or at any time owed to the Company capable of being satisfied by the payment of money, which are not effectively charged by way of fixed charge by any other provision of the Mortgage Debenture

*Please complete
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bold block lettering*

3 9 the Fixed Plant and Equipment

"Fixed Plant and Equipment" means all plant machinery or equipment of any kind (including without limitation all cables, pipes, switchgear, heating, lighting, electrical, water and gas apparatus) which does not for any reason constitute a Fixture, but is now or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building

3 10 the Loose Plant and Equipment

"Loose Plant and Equipment" means all plant, machinery, equipment and motor vehicles now or at any time owned by the Company as a capital asset which is not a Fixture or Fixed Plant and Equipment (including without limitation any moulds, patterns, tools (other than hand tools and consumable tooling) dies and jigs)

3 11 the Work in Progress

"Work in Progress" means the benefit of all work carried out for a client of the Company but which is unbilled and which is chargeable in whole or in part to any client of the Company

3 12 the amount from time to time standing to the credit of the Account

"Account" means the account stipulated by the Lenders from time to time

4) by way of first floating charge all those Assets which are not for any reason effectively charged by the Mortgage Debenture by way of fixed charge or mortgage, including (without limitation) any heritable property of the Company situated in Scotland

Paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to any floating charge created by the Mortgage Debenture

According to sub-clause 4 1 of the Mortgage Debenture, the Company must pay into the Account (if nominated) all moneys which it receives in respect of any Debts, Securities, Insurances, Intellectual Property and Rents and any other of the rights and claims charged under clause 3 3 of the Mortgage Debenture (other than clause 3 3 12) and (whether or not the Account is so nominated) until such payment hold all moneys so received upon trust for the Lenders and shall not without the prior written consent of the Lenders charge factor discount or assign any of them in favour of any other person, or otherwise deal with them except for the purpose of collecting them in and paying them as required by sub-clause clause 4 1

By sub-clause 4 4, the Company covenanted that it would not, without the prior written consent of the Lenders or as required pursuant to any Prior Charges ("Prior Charges" meaning any security existing at the date of the Mortgage Debenture and which has priority to the Mortgage Debenture)

(i) create (otherwise than in favour of the Lenders) any Encumbrance, or allow any Encumbrance to arise or continue, on or over any of the Assets

"Encumbrance" means any mortgage, charge, pledge, lien, hypothecation or other security interest of any kind, and any right of set-off, assignment, trust, flawed asset or other agreement or arrangement whatsoever for the purpose of providing security or having a similar effect to the provision of security, other

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

Continuation sheet No 3
to Form No 395 and 410 (Scot)

*Please complete
legibly, preferably
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bold block lettering*

* delete if
inappropriate

Company number

6182131

Name of company

COVERPOINT HOLDINGS LIMITED

Limited *

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

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

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

*Please complete
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Short particulars of all the property mortgaged or charged (Continued)

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than liens arising by operation of law in the ordinary course of the Company's business

"Assets" means all the undertaking, property and assets of the Company whatsoever and wheresoever present or future

(ii) to part with or dispose of any of the Assets charged by way of fixed charge or mortgage, or

(iii) to part with or dispose of all or any of the Assets charged by way of floating charge except in the ordinary course of carrying on its business as a going concern

*Please complete
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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. 6182131
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE DATED
31 OCTOBER 2008 AND CREATED BY COVERPOINT HOLDINGS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO MR THEODORE AGNEW AND
MR RUPERT JAMES GRAHAM LOWE ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 11 NOVEMBER
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 NOVEMBER
2008

2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES