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CHFP025

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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

700585/13.

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

[] [] [] [] [] [] [] []

06439914

Name of company

* H M & ASSOCIATES LIMITED

Date of creation of the charge

30 MAY 2008

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

MORTGAGE DEBENTURE DATED 30 MAY 2008 BETWEEN HM & ASSOCIATES LIMITED (the Chargor) (1) and
RIVERBOND LIMITED- IN ADMINISTRATION (the Chargee) (2) (the "DEBENTURE")

Amount secured by the mortgage or charge

All indebtedness monies obligations and liabilities (whether principal, interest, commission, charges, costs expenses or
otherwise) now or at any time hereafter due or owing or incurred to the Chargee by the Chargor including any liability in
respect of any further advances whether present or future, actual or contingent (and whether due, owing or incurred solely,
jointly or severally and whether as principal or as surety or in some other capacity)

4

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

Riverbond Limited - In Administration (24 Conduit Place, London)

Postcode W2 1EP

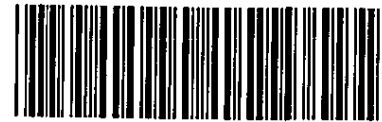
Presenter's name address and
reference (if any) DBP/LAW 004

DBP LAW
Kingsbury House
468 Church Lane
London
NW9 8UA

For official Use (02/06)
Mortgage Section

Post room

WEDNESDAY



A34

18/06/2008

72

COMPANIES HOUSE

Time critical reference

Short particulars of all the property mortgaged or charged

The Chargor, as security for the payment and discharge of all of the Secured Obligations, hereby charges with full title guarantee in favour of the Chargee and/or the Joint Administrators -

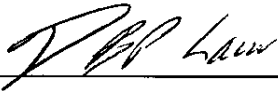
3.1.1 by way of first legal mortgage all the Chargor's rights title and interest from time to time in and to each of the following assets

- (a) all the Properties, and
- (b) All freehold, leasehold or immovable property and all estates or interests therein (except any Charged Assets specified in paragraph (a) above belonging to it, and
- (c) all buildings, fixtures, fittings, fixed plant or machinery for the time being and from time to time situated on or forming part of any of the Charged Assets specified in paragraphs (a) and (b) above,

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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 16/06/2008

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ (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**

Name of company

*insert full name
of Company

* H M & ASSOCIATES LIMITED

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)

Addendum 3/4

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

Addendum 4/4

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

3 1 1 by way of a first fixed charge all the Chargor's rights, title and interest from time to time in and to each of the following assets

- (a) (to the extent they are not the subject of a mortgage under Clause 3 1 1 above), all freehold, leasehold or immovable property and all estates or interests therein belonging to it now or at any time hereafter,
- (b) all buildings, fixtures, fittings, fixed plant or machinery for the time being and from time to time situated on or forming part of such freehold or leasehold property,
- (c) all (if any) Chattels specified in Schedule 2 and all (other) Chattels now or hereafter owned by the Chargor and its interest in any Chattels in its possession and any part or parts therefor,
- (d) all additions, alterations, accessones, replacements and renewals for the time being and from time to time to or of any of such Chattels,
- (e) all its Intellectual Property Rights (including the patents and trademarks (if any) specified in Schedule 3),
- (f) all the stocks, shares, bonds, debentures, certificates of deposit, loan stocks, notes, warrants and other securities or investments, assets, rights or interests falling within Part II of Schedule 2 to the Financial Services and Markets Act 2000 (as in force at the date hereof but so that any exemptions under any order made under Part III of that Schedule shall not apply) whether now or hereafter held directly by or to the order of the Chargor or by any trustee, fiduciary or clearance system on its behalf,
- (g) all stocks, shares, bonds, debentures, certificates of deposit, loan stocks, notes, warrants and other securities and other assets, rights or interests now or hereafter accruing or offered by way of rights, bonus, option or otherwise in respect of any of the Charged Assets in paragraph (f) above or in this paragraph (g) but so that nothing in these presents shall be construed as imposing on the Chargee any liability whatsoever in respect of any calls, instalments or other payments or contributions in respect of or relating to any of the Charged Assets in paragraph (f) above or in this paragraph (g),
- (h) the Accounts,
- (i) all benefits in respect of the Insurance Policies, including all proceeds owing or payable under them, and all claims and returns of premium in respect of them,
- (j) all its Debts,

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- (k) all its goodwill and its uncalled capital,
- (l) any beneficial interest, claim or entitlement of the Chargor in or to the assets of any pension fund,
- (m) the benefit of all agreements for the time being and from time to time entered into by the Chargor for the maintenance and/or improvement of any of the Charged Assets in any of the foregoing paragraphs in this Clause 3 1 2 or in Clause 3 1 1,
- (n) the benefit of all rights under any licence, agreement for sale or agreement for lease for the time being and from time to time in respect of any of the Charged Assets in any of the foregoing paragraphs of this Clause 3 1 2 or in Clause 3 1 1,
- (o) the benefit of all obligations and representations and warranties and undertakings for the time being and from time to time undertaken or given to the Chargor (and whether by law, contract or otherwise howsoever) by any person in relation to any of the Charged Assets in any of the foregoing paragraphs of this Clause 3 1 2 or in Clause 3 1 1,
- (p) the benefit of (severally) any contracts, deeds, undertakings, reports or other documents now or hereafter entered into by or given to the Chargor in respect of any of the Charged Assets in any of the foregoing paragraphs of this Clause 3 1 2 or in Clause 3 1 1 and all documents now or hereafter in existence necessary to enable the Chargee to perfect the same,
- (q) the benefit and proceeds for the time being and from time to time of any rights, claims, remedies, covenants for title, guarantees, indemnities or interests by way of security for the time being and from time to time given, granted or arising in favour of the Chargor in relation to, any of the Charged Assets in any of the foregoing paragraphs of this Clause 3 1 2 or in Clause 3 1 1,
- (r) the benefit of all licences, consents and authorisations (statutory or otherwise) now or hereafter held in connection with its business or the use of any of the Charged Assets and all rights of the Chargor in connection with them, and
- (s) if not effectively assigned by Clause 3 2, all the Chargor's right, title and interest in and to (and claims under) the assets described in Clause 3

3 2 Assignments

The Chargor, as security for the payment and discharge of all of the Secured Obligations, hereby assigns with full title guarantee to the Chargee all the Chargor's right, title and interest from time to time in and to, and the benefit of, each of the Assigned Agreements and all the proceeds of any payment of any claims, awards, judgments, sums or damages arising out of such Assigned Agreements payable to the Chargor thereunder and all the Chargor's rights or remedies now or hereafter in existence arising thereunder and any guarantees, warranties and/or other agreements collateral to the Assigned Agreement

3 3 Floating Charge

- 3 3 1 The Chargor, as security for the payment and discharge of all of the Secured Obligations, hereby charges with full title guarantee in favour of the Chargee by way of first floating charge the whole of the Chargor's undertaking and assets, present and future, other than any assets validly and effectively mortgaged, charged or assigned (whether at law or in equity) by way of fixed security under the laws of England and Wales, or of the jurisdiction in which that asset is situated, in favour of the Chargee as security for the Secured Obligations
- 3 3 2 Paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to any floating charge created by this Deed which shall be a "qualifying floating charge" for the purposes of Schedule B1 to the Insolvency Act 1986
- 3 3 3 The Chargee may by notice in writing to the Chargor convert the floating charge created by this Debenture into a fixed charge as regards all or any of the Chargor's assets specified in the notice if
 - (a) an Enforcement Event has occurred, or
 - (b) the Chargee considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy
- 3 3 4 If (a) the Chargor creates (or agrees or purports to create) any Security Interest on, over or in respect of any of the Floating Charge Assets without the prior consent in writing of the Chargee or (b) a receiver is appointed over any of the Floating Charge Assets or (c) a third party levies, or attempts to levy, any distress, attachment, execution or other legal process against any of the Floating Charge Assets, then the floating charge created by this Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically (without notice) be converted into and operate as a fixed charge over the relevant Floating Charge Assets immediately such event occurs
- 3 3 5 The floating charge created by this Debenture shall (in addition to the circumstances in which the same will occur under the general law) automatically (without notice) be converted into and operate as a fixed charge over all the Floating Charge Assets immediately -

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- (a) the Chargee receives notice of an intention to appoint an administrator of the Chargor, or
- (b) an application is made to appoint an administrator of the Chargor or for an administration order in respect of the Chargor, or
- (c) an administration order is made or an administrator is appointed in respect of the Chargor

3 3 6 Nothing in Clauses 3 3 3, 3 3 4 or 3 3 5 shall affect crystallisation of the floating charge under the general law



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6439914
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE DATED
30 MAY 2008 AND CREATED BY HM & ASSOCIATES LTD FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO RIVERBOND LIMITED - IN ADMINISTRATION ON
ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT
TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE
18 JUNE 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 JUNE 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES