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Particulars of a mortgage or charge in respect of a Limited Liability Partnership

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

For official use

LLP Number

OC337451

2

Full Name of Limited
Liability Partnership

SUENOS PROJECTS LLP

Date of creation
of the charge

20.02.09

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

DEBENTURE MADE BETWEEN (1) THE CHARGOR
AND (2) BIBBY FINANCIAL SERVICES LIMITED
("SECURITY TRUSTEE") ("DEBENTURE")

Amount secured by the
mortgage or charge

- (a) All present and future obligations and liabilities (whether actual or contingent and whether owned jointly or severally or alone, as principal or surety or in any other capacity whatsoever and whether a Security Beneficiary (as defined below) shall have been an original party to the relevant transaction or document) of the Chargor to the Security Trustee (whether on its own account or on behalf of any of the Security Beneficiaries (as defined below)) or to the other Security Beneficiaries (as defined below) (or any of them) at any time (including all monies covenanted to be paid under the Debenture);
- (b) All reasonable costs, charges and expenses properly incurred by the Security Trustee or the Security Beneficiaries (as defined below) (or any of them) in connection with the preparation and negotiation of any Finance Document (as defined below), or any consent or waiver pursuant to, or amendment of, any Finance Document (as defined below); and
- (c) All costs, charges and expenses incurred by the Security Trustee and the Security Beneficiaries (as defined below) (or any of them) in connection with the protection, preservation or enforcement of their respective rights in respect of the Chargor, howsoever arising under any Finance Documents (as defined below),

(together the "Secured Obligations") provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Debenture (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985.

Signed

K. Hartley

Date

20/2/09

On behalf of [LLP] [mortgagee/chargee] (delete as appropriate)

You do not have to give any contact
information in the box opposite but if
you do, please provide it to Companies House



PMO 313/09 443
COMPANIES HOUSE

A64 27/02/2009 222
COMPANIES HOUSE

BIBBY FACTORS MANCHESTER LIMITED
SUITE 1, MAGNETIC HOUSE,
WATERFRONT QUAY, SALFORD QUAYS,
MANCHESTER Tel 0161 873 5409
E-mail

When you have completed and signed the form please send it to the
Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff

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

BIBBY FINANCIAL SERVICES LIMITED
105 DUKE STREET
LIVERPOOL L1 5JQ

Short particulars of all the
property mortgaged
or charged

1. Charges

The Chargor with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 and as continuing security for payment of all of the Secured Obligations hereby charges in favour of the Security Trustee (on, with the benefit of and subject to the provisions of the Security Trust Deed (as defined below)):

1.1 by way of first legal mortgage:

- (a) the Specified Property (as defined below) (if any); and
- (b) all other Property (as defined below) (if any) now vested in or charged to the Chargor that is not charged by clause 4.1.1.1 of the Debenture (1.1(a) of this form 395);

See Attached Fax

Particulars as to
commission allowance
or discount (note 3)

NIL

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 LLP398 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 LLP 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 Form LLP395 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**.

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

1.2 by way of first fixed charge:

- (a) all other Property (as defined below) and all interests in Property (as defined below) not charged by clause 4.1.1 of the Debenture (1.1 on this form 395); and
- (b) all licences to enter upon or use land and the benefit of all other agreements relating to land;

1.3 by way of first fixed charge:

- (a) the Specified Assets (as defined below) (if any);
- (b) all plant and machinery, not charged under clauses 4.1.1, 4.1.2 or 4.1.3.1 of the Debenture (1.1, 1.2 or 1.3(a) of this form 395);
- (c) all computers, vehicles, office equipment and other equipment;
- (d) the benefits of all contracts, licences and warranties relating to the assets referred to in clauses 4.1.3.1, 4.1.3.2 and 4.1.3.3 of the Debenture (1.3(a), (b) and (c) of this form 395) (other than any which is for the time being part of the Chargor's stock-in-trade or work-in-progress);

1.4 by way of:

- (a) first fixed charge all the Specified Charged Securities (as defined below); and
- (b) first fixed charge, all other Charged Securities (as defined below) not charged by clause 4.1.4.1 of the Debenture (1.4 (a) of this form 395),

in each case, together with (1) all Related Rights (as defined below) from time to time accruing to those Charged Securities (as defined below) and (2) all rights which the Chargor may have at any time against any clearance or settlement system or custodian in respect of any Charged Investment (as defined below);

1.5 by way of first fixed charge all monies standing to the credit of the Chargor from time to time on any and all accounts with any bank, financial institution or other person in each case, together with all interest from time to time accrued or accruing on such monies and all rights to repayment of all of the foregoing;

1.6 by way of first fixed charge any investment made out of any monies or account of the Chargor and all rights to repayment of any of the same;

1.7 by way of first fixed charge all Intellectual Property (as defined below);

1.8 to the extent that any of the Assigned Assets (as defined below) are not effectively assigned under clause 4.2 of the Debenture (2 of this form 395) by way of first fixed charge those Assigned Assets (as defined below);

1.9 by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture);

- (a) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Chargor or the use of any of its assets; and
- (b) any letter of credit issued in favour of the Chargor and all bills of exchange and other negotiable instruments held by it; and
- (c) by way of first fixed charge all the goodwill and uncalled capital of the Chargor;

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

- 1.10 by way of first floating charge all its present and future (1) assets and undertaking (wherever located) which is not effectively charged by way of first fixed mortgage or charge or assigned pursuant to the provisions of clause 4.1 or clause 4.2 or any other provision of the Debenture (1.1-1.9 inclusive and 2 of this form 395); and (2) (whether or not effectively so charged) heritable property and all other property and assets in Scotland.

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2. Assignment

The Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption in accordance with the terms of the Debenture) all its present and future right, title and interest in and to:

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- 2.1 the Insurances, (as defined below) all claims under the Insurances (as defined below) and all proceeds of the Insurances (as defined below);
- 2.2 the Security Accounts (as defined below) and all monies at any time standing to the credit of the Security Accounts (as defined below), together with all interest from time to time accrued or accruing on such monies, and all rights to repayment of any of the foregoing;
- 2.3 any investment made out of any monies or account of the Chargor and all rights to repayments of any of the same; and
- 2.4 all present and future right, title and interest of the Chargor in and to (to the extent not otherwise assigned under clause 4.2.1 or 4.2.2 of the Debenture, being 2.1 or 2.2 of this form 395):
- (a) the Book Debts (as defined below);
 - (b) the Payment Obligation (as defined below); and
 - (c) the Refundables (as defined below).

To the extent that any Assigned Asset described in clause 4.2.1 of the Debenture (2.1 of this form 395) is not assignable, the assignment which the clause purports to effect shall operate as an assignment of all present and future rights and claims of the Chargor to any proceeds of the Insurances (as defined below).

Restrictions on dealing

Note: 1

The Debenture contains the following negative pledge:

The Chargor will not without the prior written consent of each Security Beneficiary (as defined below) to which the Chargor has due, owing or incurred any Secured Obligations or, at any time after the Enforcement Date, (as defined below), the prior written consent of the Relevant Security Beneficiary (as defined below) (or if there is more than one, the majority in number of the Relevant Security Beneficiaries), create or permit to subsist any Security Interest (as defined below) upon any of the Security Assets (as defined below) (except a Permitted Security Interest) (as defined below).

Note: 2

The Debenture contains the following negative covenants:

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

Disposal

The Chargor will not without the prior written consent of each Security Beneficiary (as defined below) to which the Chargor has due, owing or incurred any Secured Obligations or, at any time after the Enforcement Date, (as defined below), the prior written consent of the Relevant Security Beneficiary (as defined below) (or if there is more than one, the majority in number of the Relevant Security Beneficiaries), sell, transfer, lease, lend or otherwise dispose of or part with (whether by a single transaction or a number of transactions and whether related or not), the whole or any part of its interest in any of the Security Assets (as defined below) except for a Permitted Disposal (as defined below).

Onerous Obligations

The Chargor will not (without the prior written consent of the Security Trustee) enter into any onerous or restrictive obligation affecting any of the Security Assets (as defined below).

Land

The Chargor will not (except with the prior written consent of the Security Trustee) confer on any person:

- (a) any lease or tenancy of any of the Property (as defined below) or accept a surrender of any lease or tenancy (whether independently or under any statutory power);
- (b) any right or licence to occupy any land or buildings forming part of the Property (as defined below); or
- (c) any licence to assign or sub-let any part of the Property (as defined below).

Receivables

Without prejudice to clause 10.1 of the Debenture (negative pledge - See Note 1 above), the Chargor will not sell, assign, charge, factor or discount or in any other manner deal with any of the Receivables (as defined below) without the prior written consent of each Security Beneficiary (as defined below) to which such Receivable (as defined below) has been sold or assigned or to which a Security Interest has been granted in respect of such Receivable (as defined below).

Security Accounts

The Chargor will not attempt to be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Security Account (as defined below) without the prior written consent of the Security Trustee (or any person authorised by the Security Trustee) and the Security Trustee (or such person) shall be entitled in its absolute discretion to refuse to permit any such withdrawal.

Note: 3

The Debenture contains the power to appoint a receiver and/or administrator.

Note: 4

The Debenture contains a power of attorney in favour of the Security Trustee.

Note: 5

Definitions

"Assigned Assets" means:

- (a) the Insurances, all claims under the Insurances and all proceeds of the Insurances; and
- (b) the Security Accounts and all monies at any time standing to the credit of the Security Accounts together with all interest from time to time accrued or accruing on such monies, and all rights to repayment of any of the foregoing; and

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

"Book Debts" means all present and future book debts of the Chargor (including any VAT thereon);

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"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;

"Charged Securities" means:

- (i) those securities (if any) listed in part 3 of schedule 2 attached to this form 395; and
- (ii) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 in force at the date of the Debenture) now or in the future owned (legally or beneficially) by the Chargor or in which the Chargor has an interest at any time;

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"Enforcement Date" means the first date on which the Security Trustee exercises any of its power of enforcement granted by the Debenture;

"Facility" means the factoring, invoice discounting, trade finance, asset finance, conditional sale, term, on demand, credit and other facilities (and each a "Facility") made available from time to time by any of the Bibby Companies either to the Chargor or to another person and the Chargor has guaranteed the obligations of that person;

"Finance Documents" means the Security Trust Deed, each Security Document and each document including the Debenture to which the Chargor and a Security Beneficiary are party at any time or pursuant to which assets are purchased by or assigned to a Security Beneficiary or pursuant to which any Facility is made available;

"Guarantee" means each document pursuant to which any person purports to guarantee, grant an indemnity in respect of, or stand as surety for any Secured Obligations;

"Insurances" means all policies of insurance (including, for the avoidance of doubt, all cover notes and those (if any) specified in part 4 of schedule 2 attached to this form 395 which are at any time held by or written in favour of the Chargor or in which the Chargor from time to time has an interest;

"Intellectual Property" means all present or future legal and/or equitable interests of the Chargor (including, without limitation, the benefit of all licences in any part of the world) in or relating to registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names, database rights, domain names and any other rights of every kind deriving from or through the exploitation of any of the aforementioned rights of the Chargor;

"Payment Obligations" means all present and future debts (other than Book Debts) and monetary claims and all other amounts (whether ascertained or not) recoverable or receivable by the Chargor or due or owing to the Chargor.

"Permitted Disposal" means any sale, transfer, lease, loan or other disposal at arm's length for full market value in the ordinary course of trading of any Security Asset not listed in clause 4.1 (*Fixed Charges*) (1.1-1.9 inclusive of this form 395) or 4.2 (*Security assignment*) (2 of this form 395) and in respect of which the floating charge has not crystallised;

"Permitted Security Interest" means any Security Interest to which the Relevant Security Beneficiary has given its prior written consent;

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

"Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in the future belonging to the Chargor or in which the Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of schedule 2 attached to this form 395 and:

- (i) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;
- (ii) all easements, rights and agreements in respect thereof;
- (iii) all proceeds of sale of that property; and
- (iv) the benefit of all covenants given in respect thereof;

"Receivables" means:

- (i) Book Debts;
- (ii) Payment Obligations; and
- (iii) Refundables;

"Refundables" means all present and future amounts paid or payable to the Chargor in respect of, or entitlements to claim payment or repayment of, any Taxes, insurance premiums or other over-payments paid by or on behalf of the Chargor;

"Related Rights" means, in relation to any Charged Securities:

- (i) all dividends, distributions and other income paid or payable on the relevant Charged Securities or any asset referred to in paragraph (ii) below;
- (ii) all rights, monies or property accruing or offered at any time in relation to the Charged Securities whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

"Relevant Security Beneficiary" means, in respect of the Chargor or, if the Facilities have been made available to another person, such other person, any Security Beneficiary which is a Bibby Debt Company or, if no Security Beneficiary is a Bibby Debt Company, a Bibby Asset Company or, if no Security Beneficiary is a Bibby Debt Company or a Bibby Asset Company, any other Security Beneficiary;

"Security Accounts" means the account(s) and/or trust into which the Security Trustee (or any person authorised by the Security Trustee) from time to time directs the Chargor to pay all monies which it may receive in respect of the Receivables, together with all additions to or renewals or replacements thereof;

"Security Assets" means all property and assets from time to time charged or assigned (or expressed to be charged or assigned) by or pursuant to the Debenture;

"Security Beneficiaries" means each of (1) the Security Trustee and (2) the Bibby Companies from time to time;

"Security Documents" means all documents executed by any person purporting to create a Security Interest in respect of any of the Secured Obligations at any time and all Guarantees and including in each case for the avoidance of doubt, all documents acceding to them;

"Security Interest" means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security;

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

- (c) any investment made out of any monies or account of the Chargor and all rights to repayment of any of the same; and
- (d) all present and future right, title and interest of the Chargor in and to (to the extent not otherwise assigned under the above):
- (i) the Book Debts;
 - (ii) the Payment Obligation; and
 - (iii) the Refundables.

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"Bibby Asset Companies" means:

- (i) Bibby Asset Finance Limited;
- (ii) Bibby Trade Finance Limited; and
- (iii) any companies identified as such in the accession deed by which they became a party to the Debenture,

to which Secured Obligations are owed by the relevant Chargor at the relevant time;

"Bibby Companies" means each party (other than the Security Trustee) to the Security Trust Deed from time to time;

"Bibby Debt Companies" means:

- (i) Bibby Factors Bedford Limited;
- (ii) Bibby Factors Bristol Limited;
- (iii) Bibby Factors Leicester Limited;
- (iv) Bibby Factors Limited;
- (v) Bibby Factors Manchester Limited;
- (vi) Bibby Factors Northeast Limited;
- (vii) Bibby Factors Northwest Limited;
- (viii) Bibby Factors Scotland Limited;
- (ix) Bibby Factors Slough Limited;
- (x) Bibby Factors Wessex Limited;
- (xi) Bibby Factors Sussex Limited;
- (xii) Bibby Factors West Midlands Limited;
- (xiii) Bibby Factors Yorkshire Limited;
- (xiv) Bibby Factors International Limited;
- (xv) Bibby Invoice Discounting Limited; and
- (xvi) all companies identified as such in the accession deed by which they became a party to the Debenture,

to which Secured Obligations are owed by the relevant Chargor at the relevant time;

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

"**Security Trust Deed**" means the security trust deed entered into between (1) the Security Trustee and (2) various Bibby Companies;

"**Specified Assets**" means those assets (if any) listed in Part 2 of Schedule 2 attached to this form 395;

"**Specified Charged Securities**" means those Charged Securities (if any) listed in Part 3 of Schedule 2 attached to this form 395;

"**Specified Property**" means that property (if any) listed in Part 1 of Schedule 2 attached to this form 395;

"**Taxes**" means all present and future taxes, levies, imposts, duties, charges, fees, deductions and withholdings imposed or levied by any governmental, fiscal or other competent authority in the United Kingdom of Great Britain and Northern Ireland or any other jurisdiction from which the Chargor makes payment, not being a tax on overall net income (and includes, for the avoidance of doubt and without limitation, any penalty payable in connection with any failure to pay or delay in paying any of the same) and "**Taxation**" shall be construed accordingly.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

**Pursuant to section 401(2) of the Companies Act 1985 as applied to
Limited Liability Partnerships pursuant to Paragraph 4 and
Schedule 2 of the Limited Liability Partnerships Regulations 2000.**

LLP NO. OC337451

CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED THE 20
FEBRUARY 2009 AND CREATED BY SUENOS PROJECTS LLP
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE LIMITED LIABILITY PARTNERSHIP TO BIBBY FINANCIAL
SERVICES LIMITED 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 AS APPLIED TO
LIMITED LIABILITY PARTNERSHIPS PURSUANT TO
PARAGRAPH 4 AND SCHEDULE 2 OF THE LIMITED LIABILITY
PARTNERSHIPS REGULATIONS 2000 ON THE 3 MARCH 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 MARCH 2009

p. a.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES