

# M

CHFP025

Please do not  
write in  
this margin

Please complete  
legibly, preferably  
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.

CO.13

# 395

13-858/17

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

23

1264385

Name of company

\* MAPLIN ELECTRONICS LIMITED (the "Mortgagor")

Date of creation of the charge

24 May 2007

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

SUPPLEMENTAL DEED to a Share Mortgage dated 6 September 2004 (the "Deed")

Amount secured by the mortgage or charge

To  
All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of any Group Company to the Security Trustee and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document to which any Group Company is a party (including, without limitation, all amounts owing and/or payable by a Group Company in respect of the Additional Facility and all monies covenanted to be paid under the Deed), 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 Deed (or any part of it) would constitute unlawful financial assistance within the meaning of sections 47A and 47B of the Companies Ordinance (Cap 32 of the Laws of Hong Kong) ("Secured Obligations")

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

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND of Level 7, Bishopsgate Exchange, 155 Bishopsgate, London as security trustee for the Secured Parties (in such capacity, the "Security Trustee")

Postcode EC2M 3YB

Presenter's name address and  
reference (if any)

Contact Denise Phillips  
DLA Piper UK LLP  
3 Noble Street  
London  
EC2V 7EE

69508 120120 14272541

Time critical reference

For official Use (02/06)  
Mortgage Section

Post room

FRIDAY



A52

\*A0NDPQ1Q\*

01/06/2007

721

COMPANIES HOUSE

## 1. CHARGING CLAUSE

### 1.1 Charging Clause

The Mortgagor, as beneficial owner mortgaged and charged, and agreed to mortgage and charge in favour of the Security Trustee, all the Security Assets as a continuing security for the payment of the Secured Obligations and the due and punctual performance and observance by each Group Company of all Secured Obligations owing by such Group Company

### 1.2 Acknowledgment

Each of the parties to the Deed acknowledged and confirmed that

(a) all rights, powers, remedies and privileges of the Security Trustee or any Receiver over, and all other provisions affecting, the security constituted by the Share Mortgage, and all representations, warranties, covenants and other obligations of the Mortgagor under the Share Mortgage, shall apply equally to the Deed and the security constituted by the Deed as if set out in the Deed verbatim,

continued on Addendum 4/4

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 DAALIN UK LLC

Date 31 May 2007

On behalf of ~~XXXXXX~~ [mortgagee/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

\* MAPLIN ELECTRONICS LIMITED (the "Mortgagor")

## 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)

NOTE.

In this form:-

"Additional Facility" means an additional facility where the Lenders (as defined in the Senior Facilities Agreement) will, increase by £30,500,000 the facilities available to the Parent and the other Borrowers (as defined in the Senior Facilities Agreement) under the Original Senior Agreement (as defined in the Deed),

"Deed of Amendment" means a deed of amendment and restatement to the Original Senior Agreement (as defined in the Deed) dated 24 May 2007,

"Finance Documents" means the Senior Finance Documents and the Mezzanine Finance Documents (both as more particularly defined in the Share Mortgage), each a "Finance Document",

"Group Companies" means any member of the Group (as defined in the Senior Facilities Agreement), each a "Group Company",

"Maplin HK" means Maplin Electronics (HK) Limited, a company incorporated under the laws of Hong Kong with registration number of 523364 whose registered office is situate at Room 806, Shing Chuen Industrial Building, 25-27 Shing Wan Road, Tai Wai, Shatin, New Territories, Hong Kong,

"Mezzanine Loan" means the mezzanine loan facility in the aggregate principal amount of £24,000,000 that was made available to Maplin Electronics Group (Holdings) Limited pursuant to the Mezzanine Facility Agreement (as defined in the Deed),

"Rights" means in relation to the Shares, all dividends, interest, benefits, property, rights, accretions, moneys, advantages, credits, rebates, refunds (including rebates and refunds in respect of any tax, duties, imposts or charges) and other distributions paid or payable in respect of the Shares whether by way of bonus, capitalisation, conversion, preference, option, substitution, exchange, redemption or otherwise,

"Secured Parties" means each Finance Party from time to time party to the Senior Facilities Agreement, any Receiver or Delegate, and each agent, arranger and lender from time to time party to the Mezzanine Facility Agreement (all terms as more particularly defined in the Senior Facilities Agreement),

"Security" a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

"Security Assets" means

(i) the Shares,

(ii) the Rights,

(iii) ~~all stocks, shares, securities, rights, moneys or property accruing or offered at any time~~ (whether by way of redemption, bonus, preference, option rights or otherwise) to or in respect of any of the Shares or in substitution or exchange for or otherwise derived from, any of the Shares, and

+95

Name of company

\*insert full name  
of Company

\* MAPLIN ELECTRONICS LIMITED (the "Mortgagor")

(iv) all dividends, interest or other income in respect of any such asset as is referred to in (iii) above,

**"Security Period"** means the period beginning 6 September 2004 and ending on the date on which

(i) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and

(ii) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents,

**"Senior Facilities Agreement"** means the facilities agreement dated 6 September 2004 as amended on 23 December 2005, and as amended and restated on 24 May 2007 and made between (1) Maplin Electronics Group (Holdings) Limited as the Company, (2) the Companies named in part 1 of schedule 1 thereto as the Original Borrower, (3) the Companies named in part 1 of schedule 1 thereto as Original Guarantors, (4) the Governor and Company of the Bank of Scotland as Arranger, (5) the financial institutions listed in part 2 of schedule 1 thereto as the Original Lenders, (6) the Governor and Company of the Bank of Scotland as Agent, (7) the Security Trustee, (8) the Governor and Company of the Bank of Scotland as Issuing Bank and (9) the Governor and Company of the Bank of Scotland as Ancillary Lender, pursuant to which the Original Lenders agreed to make certain facilities available to the Company,

**"Share Mortgage"** means a share mortgage dated 6 September 2004 relating to the entire issued share capital of Maplin Electronics (HK) Limited,

**"Shares"** means 200,000 ordinary shares (including the Nominee Share) held by the Mortgagor as beneficial owner in Maplin HK, representing the entire issued share capital of Maplin HK

#### 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)

(b) the Share Mortgage (as amended and restated by the Deed as appropriate) shall remain in full force and effect and shall not be discharged or abrogated in any way as a consequence of the amendments made to, or the transactions contemplated by, the Deed of Amendment or any other documents referred to therein (including the Deed), repayment/discharge of the Mezzanine Loan or by any act, omission or event which would or may but for the provisions of this Clause operate to discharge, impair or otherwise affect the same, and

(c) without prejudice to the foregoing, the Share Mortgage and the security constituted thereby shall stand as security for the Secured Obligations in accordance with the terms thereof

## 2 MORTGAGE OF SHARES

### 2.1 Mortgage

Name of company

\*insert full name  
of Company

\* MAPLIN ELECTRONICS LIMITED (the "Mortgagor")

The Mortgagor as beneficial owner mortgaged and charged to the Security Trustee by way of first legal mortgage the Security Assets as a continuing security for the due and punctual payment of the Secured Obligations and the due and punctual performance and observance by each Group Company of all Secured Obligations owing by such Group Company

### 3 UNDERTAKINGS

The Mortgagor undertook and agreed with the Security Trustee throughout the Security Period and so long as the Secured Obligations or any part thereof remains owing that the Mortgagor will, unless with the Security Trustee otherwise agrees in writing

3 1 not create or permit to subsist any Security on any of the Security Assets or any interest therein or otherwise assign, deal with or dispose of all or any part of the Security Assets (except under or pursuant to the Share Mortgage)

3 2 not grant in favour of any other person any interest in or any option or other rights in respect of any of the Security Assets

### 4 CONTINUING SECURITY

#### 4 1 Continuing security

The Security is continuing and will extend to the ultimate balance of all the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Share Mortgage shall remain in full force and effect as a continuing security for the duration of the Security Period.

#### 4 2 Additional and separate security

The Share Mortgage is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Security Trustee and/or any of the other Secured Parties may at any time hold for any of the Secured Obligations.

#### 4 3 Right to enforce

The Share Mortgage may be enforced against the Mortgagor without the Security Trustee and/or the other Secured Parties first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.

### 5 FURTHER ASSURANCES

The Mortgagor shall, at its own expense, promptly take whatever action the Security Trustee may require for

5 1 creating, perfecting or protecting the Security intended to be created by the Share Mortgage, and

5 2 facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by the Security Trustee or any of its delegates or sub-delegates in respect of any Security Asset,

5 3 including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Security Trustee or to its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case, the Security Trustee may think expedient.

Company number

1264385

Name of company

\*insert full name  
of Company

\* MAPLIN ELECTRONICS LIMITED (the "Mortgagor")

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 01264385

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED DATED THE 24th MAY 2007 AND CREATED BY MAPLIN ELECTRONICS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY GROUP COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND (THE SECURITY TRUSTEE) OR ANY OF THE OTHER SECURED PARTIES (OR ANY OF THEM) ON ANY ACCOUNT WHATSOEVER 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 ON THE 1st JUNE 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th JUNE 2007

PAM.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES