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CHFP004

COMPANIES FORM NO. 395

Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

159721/26

395

Please do not
write in
this margin

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

*Insert full name
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

2

Company number

02708053

Name of company

CCHM Ping Limited (the "Company")

Date of creation of the charge

12 July 2007

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

5 Debenture made between the Company (1) and the Bank (2) (the "Debenture")

Amount secured by the mortgage or charge

All the Company's liabilities to the Bank of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Bank's charges and commission Interest and Expenses

(the "Company's Obligations")

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

R The Royal Bank of Scotland Plc

9th Floor, 280 Bishopsgate, London

(the "Bank")

Postcode

EC2M 4RB

Presenter's name and address and
reference (if any)

Our Ref
Taylor Wessing
Carmelite
50 Victoria Embankment
London
EC4Y 0DX

Time critical reference

AKG/FXS/RBS-9-11 Deb Ping

For official Use
Mortgage Section

Post room

THURSDAY



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AWBV8RDO

19/07/2007

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Charge

- 1 The Company covenants to discharge on demand the Company's Obligations and as a continuing security for such discharge and with full title guarantee charged to the Bank -
- 1 1 By way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company
- 1 2 By way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Company except the property charged by Clause 1 1 of the Debenture
- 1 3 By way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Company
- 1 4 By way of fixed charge all plant and machinery of the Company present and future not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts
- 1 5 By way of fixed charge all rents receivable from any lease granted out of any freehold and leasehold property of the Company
- 1 6 By way of fixed charge all the goodwill of the Company present and future
- 1 7 By way of fixed charge all the uncalled capital of the Company present and future
- 1 8 By way of fixed charge all stocks shares and other securities held by the Company from time to time in any subsidiary and all income and rights derived from or attaching to the same
- 1 9 By way of fixed charge all Intellectual Property Rights choses in action licences and claims of the Company present and future and the insurance policies and proceeds of any insurance from time to time affecting the Property "Intellectual Property Rights" include (without limitation) all rights in patents inventions copyrights design rights trademarks service marks database rights confidential information know-how domain names and business names
- 1 10 By way of fixed charge the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Bank or any third party
- 1 11 By way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under the Debenture

Restrictions

- 2 1 The Company will not without the previous written consent of the Bank (such consent not to be unreasonably withheld or delayed) -
- 2 1 1 Create or permit to arise any mortgage charge or lien on the Property
- 2 1 2 Dispose of the Property charged by Clauses 1 1 to 1 10 of the Debenture
- 2 1 3 Deal with the Company's book debts and other debts otherwise than by collecting them in the ordinary course of the Company's business and in particular the Company will not realise its book debts and other debts by means of block discounting factoring or the like
- 2 1 4 Dispose of the Property charged by Clause 1 11 of the Debenture other than in the ordinary course of business
- 2 1 5 Grant or accept a surrender of any lease or licence of or part with or share possession or occupation of its freehold and leasehold property or any part of it
- 2 2 If the Bank does consent to the creation of a mortgage or charge on the Property it may require a priority agreement or deed with the mortgagee or chargee

Definitions

Expenses	All expenses (on a full indemnity basis) reasonably incurred by the Bank or any Receiver at any time in connection with the Property or the Company's Obligations or in taking or perfecting the Debenture or in preserving defending or enforcing the security created by the Debenture or in exercising any power under the Debenture or otherwise with interest from the date they are incurred
Interest	Interest at the rate(s) charged to the Company by the Bank from time to time
Property	The whole and any part of the undertaking property and assets of the Company charged by Clause 1 of the Debenture
Required Currency	The currency or currencies in which the Company's Obligations are expressed from time to time

Particulars as to commission allowance or discount (note 3)

Nil

For The Royal Bank of Scotland Plc

Signed Taylor Wessing LLP Date 17-07-07

On behalf of mortgagee/chargee

Please do not write in this margin

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

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- back
95

A fee of £10 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 situated 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 Cheques and postal orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is -

Companies House, Crown Way, Cardiff CF4 3UZ, DX 33050 Cardiff

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02708053

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 12th JULY 2007 AND CREATED BY CCHM PING LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF SCOTLAND plc ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 19th JULY 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th JULY 2007.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES