

032471/13

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COMPANIES FORM No. 395

395

CHFP004

Please do not  
write in  
this margin

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

\* insert full name  
of Company

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

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Company number

06410289
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Name of company

• Global Electronics Recovery Limited ('the Borrower')
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Date of creation of the charge

28 May 2009
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Description of the instrument (if any) creating or evidencing the charge (note 2)

Debenture dated 28 May 2009 between the Borrower (1) and Jan Von Dobeneck ('the Lender') (2) ('the Charge')
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Amount secured by the mortgage or charge

<p>The Borrower shall on demand pay to the Lender and discharge all present and future monies, obligations and liabilities owed by the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, under or in connection with a Convertible Loan Note Instrument dated 28 May 2009 executed by the Borrower or the Charge together with all interest (including without limitation, default interest) accruing in respect of such monies or liabilities ('the Secured Liabilities') when they become due.</p> <p>The Borrower covenants that it shall not do, or permit to be done, any act or thing, which will or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the assets, property, and undertaking for the time being subject to the security interests created by the Charge including but not limited to the proceeds of the conditional grant of up to £2,600,000 proposed to be made to the Borrower by the Welsh Authority Government, as more fully particularised in an offer letter dated 30 April 2009, all the Borrower's personal and real property, including without limitation all accounts, accounts receivable, chattel paper, deposit accounts, general intangibles, patents, trademarks, internet domains, instruments, documents, inventory, fixtures, and equipment now owned or hereafter acquired ('the Charged Property') or the effectiveness of the security created by the Charge.</p>
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Names and addresses of the mortgagees or persons entitled to the charge

Jan Von Dobeneck	
711 Westover Avenue, Norfolk, United States of America	
Postcode	VA23507

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

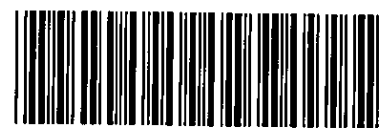
Laytons (Ref: DJO/JRE/27394.1)  
50 Victoria Embankment  
Blackfriars  
London EC4Y 0LS  
DX: 253 Chancery Lane

Time critical reference

For official Use (02/06)  
Mortgage Section

Post room

TUESDAY



LD3 \*L522DAR8\* 93  
16/06/2009  
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

As a continuing security for the payment and discharge of the Secured Liabilities the Borrower with full title guarantee:

1.1 charges to the Lender by way of first fixed charge:

- (a) all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Borrower or in which the Borrower holds an interest ('the Properties');
- (b) all present and future interests of the Borrower not effectively mortgaged or charged under the preceding provisions of the Charge in or over freehold or leasehold property;
- (c) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties;
- (d) all licences, consents and authorisations, statutory or otherwise, held or required in connection with the Borrower's business or the use of any Charged Property and all rights in connection with them;
- (e) all present and future goodwill and uncalled capital for the time being of the Borrower; and
- (f) all present and future equipment, plant, machinery, tools, vehicles, furniture fittings, installations and apparatus and other tangible moveable property for the time being owned by the Borrower, including any part of it and all spare parts, replacements, modifications and additions; and

1.2 charges to the Lender, by way of first floating charge, all the undertaking, property, assets and rights of the Borrower at any time not effectively mortgaged, charged or assigned pursuant to paragraph 1.1 above.

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)

None

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

Signed

Date 16/06/2009

On behalf of the Lender

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 are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 6410289  
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 28 MAY 2009  
AND CREATED BY GLOBAL ELECTRONICS RECOVERY  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO JAN VON DOBENECK 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 16 JUNE 2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 JUNE 2009**



*Companies House*  
— for the record —

PX  
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**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**