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CHFP041

423681/182

COMPANIES FORM No. 395

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.

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 Company number

3

05995125

Name of company

*LPM Acquisitions Limited (the "Mortgagor")

Date of creation of the charge

30 OCTOBER 2008

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

Debenture (the "Debenture") dated
and Clydesdale Bank Plc

and made between the Mortgagor

Amount secured by the mortgage or charge

All monies and liabilities which now are or shall at any time hereafter be due owing or incurred to the Bank by the Mortgagor whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety or in any way whatsoever.

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

Clydesdale Bank plc (the "Bank")
30 St Vincent Place

Glasgow

Postcode G1 2HL

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

Osborne
Clark
Dx 7818
Bristol

Time critical reference

For official use (02/2006)
Mortgage Section

TUESDAY



AMPTD4JE

A36

04/11/2008

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see attached schedule

Please do not write in this margin

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

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

Particulars as to commission allowance or discount (note 3)

Signed Osborne Blake

Date 03/11/2007

On behalf of [company] [mortgagee/chargee] †

† 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 are to be made payable to Companies House
- 6 The address of the Registrar of Companies is - Companies House, Crown Way, Cardiff CF4 3UZ

LPM Acquisitions Limited (company number 05995125)

Debenture

Schedule to form 395

Short particulars of all the property mortgaged or charged

Legal Mortgages, Fixed Charges, Floating Charges and Assignments

The Mortgagor with full title guarantee has:

- 1.1 charged in favour of the Bank as a continuing security for the Secured Amounts by way of legal mortgage
 - 1.1.1 all the freehold or leasehold property specified in Schedule 1 of the Debenture;
 - 1.1.2 all other freehold and leasehold property now vested in the Mortgagor,

- 1.2 charged in favour of the Bank as a continuing security for the Secured Amounts by way of first fixed charge:
 - 1.2.1 all freehold and leasehold property hereafter acquired by the Mortgagor;
 - 1.2.2 all freehold and leasehold property now or in the future beneficially owned by but not vested in the Mortgagor;
 - 1.2.3 all the plant machinery and fixtures and fittings furniture equipment implements and utensils now and in the future belonging to the Mortgagor,
 - 1.2.4 all shares stocks and other securities held by the Mortgagor from time to time and any rights to the acquisition of any such shares stocks or securities;
 - 1.2.5 all rights and interest of the Mortgagor in and claims under all policies of insurance and assurance now or hereafter held by or inuring to the benefit of the Mortgagor,
 - 1.2.6 all uncalled capital and goodwill for the time being of the Mortgagor;
 - 1.2.7 all patents patent applications trade marks trade names registered designs copyrights licences and similar rights for the time being of the Mortgagor and all present or future agreements relating to the use by the Mortgagor of any intellectual property rights and all present or future agreements under which the Mortgagor is entitled to the payment of any royalty fee or similar income; and
 - 1.2.8 the Charged Debts,

- 1.3 assigned in favour of the Bank as a continuing security for the Secured Amounts all the Mortgagor's right, title and interest in and to the Assigned Contracts;

- 1.4 charged in favour of the Bank as a continuing security for the Secured Amounts by way of floating charge all the property assets and undertaking of the Mortgagor both present and future not subject to a fixed charge hereunder including (without limitation) any immoveable property of the Mortgagor situated in Scotland and any

other Charged Assets situated in Scotland falling within the type mentioned in paragraph 1.2 above.

Negative Pledge and Restrictions on Disposal

The Mortgagor has covenanted that it shall not (i) create or attempt to create or permit to subsist any mortgage or charge upon or permit any lien or other encumbrance to arise on or affect all or any of the Charged Debts, (ii) create or attempt to create or permit to subsist any mortgage or charge upon or permit any lien or other encumbrance to arise on or affect all or any part of the Charged Assets; or (iii) part with sell or dispose of all or except in the ordinary course of the Mortgagor's business and for the purpose of carrying on the same any of the Charged Assets.

For the purposes of this form 395:

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|--------------------------|--|
| 'the Assigned Contracts' | means the contracts, agreements, deeds and other instruments listed in Schedule 2 of the Debenture; |
| 'the Charged Assets' | means the property assets and undertaking for the time being of the Mortgagor which are subject to the charges contained in this Debenture other than the Charged Debts and references to the Charged Assets shall include reference to all or any of them, |
| 'the Charged Debts' | means all book debts and other debts now and from time to time hereafter due owing or incurred to the Mortgagor other than such of the said debts as the Bank may have specifically agreed in writing to exclude from the first fixed charge contained in Clause 3.2 8 of the Debenture, |
| 'the Secured Amounts' | means all monies and liabilities which now are or shall at any time hereafter be due owing or incurred to the Bank by the Mortgagor whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety or in any way whatsoever. |



FILE COPY

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

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

COMPANY NO. 5995125
CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 30 OCTOBER
2008 AND CREATED BY LPM ACQUISITIONS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO CLYDESDALE BANK PLC ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 4 NOVEMBER
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 NOVEMBER
2008

D/S



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES