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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.

395

CHFP025

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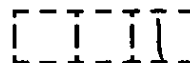
Please complete legibly, preferably in black type, or bold block lettering

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



6937624

Name of company

* EOS Holdings Limited ("**Company**")

Date of creation of the charge

18 September

2009

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

Composite guarantee and debenture ("**Charge**")

Amount secured by the mortgage or charge

All obligations and liabilities owed at the date of the Charge or in the future (whether actual or contingent and whether owed jointly or severally or alone in any other capacity whatsoever) of the Company to the Lender (including all monies covenanted to be paid under the Charge), provided that no obligation or liability shall be included in the definition of "secured obligations" in the Charge to the extent that, if it were so included, the Charge (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 ("**Secured Obligations**").

All capitalised terms not defined elsewhere in this form 395 are defined in annexure 1 to this form 395.

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

Robert Simon Woolley of Bollinholme, Wilmslow Park South, Wilmslow, Cheshire ("**Lender**")

Postcode SK9 2AY

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

DLA Piper UK LLP
101 Barbirolli Square
Manchester
M2 3DL

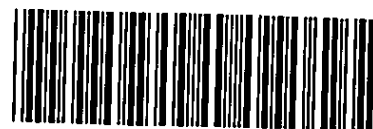
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Time critical reference

For official Use (02/06)

Mortgage Section

SATURDAY



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03/10/2009

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

The Company charged and agreed to charge in favour of the Lender, with full title guarantee and as security for payment of the Secured Obligations:

1. All of its right, title and interest at the date of the Charge or in the future acquired in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:

(a) by way of first legal mortgage all the freehold and leasehold property (if any) at the date of the Charge vested in or charged to the Company together with all fixtures (including trade fixtures) at any time thereon;

(b) by way of first fixed charge all other interests (not being charged by clause 5.1(a) of the Charge) in any freehold or leasehold property vested in or charged to the Company, the buildings and fixtures (including trade fixtures) at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;

continued at Addendum 4/4

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

DLA Piper UK LLP

Date

2 October 2009
August 2009

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [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 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

* EOS Holdings Limited ("Company")

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)

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)

cont.../

(c) by way of first fixed charge all plant, machinery, computers, vehicles, office and other equipment and the benefit of all contracts, licences and warranties relating to the same;

(d) by way of first fixed charge all rights and interest of the Company in, and claims under, the Insurances and all proceeds thereof;

(e) by way of first fixed charge all monies standing to the credit of the Company from time to time on any and all accounts with any bank, financial institution or other person;

(f) by way of first fixed charge all Intellectual Property;

(g) by way of first fixed charge the benefit of all licences, consents, agreements and authorisations held or utilised by the Company in connection with its business or the use of any of its assets;

(h) by way of first fixed charge all the goodwill and uncalled capital of the Company; and

(i) by way of first fixed charge all the Charged Shares.

2. By way of first floating charge:

(a) assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge pursuant to clause 5.1 (*Fixed charges*) of the Charge or any other provision of the Charge; and

(b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland,

Name of company

*insert full name
of Company

* EOS Holdings Limited ("Company")

owned at the date of the Charge or in the future.

3. The Company covenanted with the Lender that, during the continuance of the security created by the Charge, it shall not without the prior written consent of the Lender:

- (a) create or permit to subsist any Security Interest on any Security Asset; or
- (b) sell, transfer, lend or otherwise dispose of all or any part of its undertaking, assets, rights or revenues (whether by one or a series of transactions related or not) owned at the date of the Charge or in the future other than the sale at full market value of stock-in-trade in the usual course of trading as conducted by the Company at the date of the Charge.

4. At any time after the security under the Charge becomes enforceable (or if so requested by the Company by written notice at any time), the Lender may without further notice (unless required by law):

- (a) appoint any person (or persons) to be a receiver, receiver and manager or administrative receiver of all or any part of the Security Assets and/or of the income of the Security Assets; and/or
- (b) appoint or apply for the appointment of any person who is appropriately qualified as administrator of the Company; and/or
- (c) exercise all or any of the powers conferred on mortgagees by the Act (as amended or extended by the Charge) and/or all or any of the powers which are conferred by the Charge on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver; and/or
- (d) exercise (in the name of the Company and without any further consent or authority of the Company) any voting rights and any powers or rights which may be exercised by the person
- (s) in whose name the Charged Shares are registered or who is the holder of any of them.

5. The Lender is not entitled to appoint a Receiver in respect of any Security Assets of the Company which are subject to a charge which (as created) was a floating charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Company.

6. The Company, by way of security, irrevocably and severally appoints the Lender, each Receiver and any of its or his delegates or sub-delegates to be its attorney to take any action which the Company is obliged to take under the Charge, including under clause 16 (*Further assurances*) of the Charge. The Company ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under clause 17 of the Charge.

ANNEXURE 1

to form 395

Definitions

"Charged Shares" means all stocks, shares, debentures, bonds, warrants, coupons or other securities and investments owned by the Company together with all dividends, distributions and other income paid or payable and all rights, bonuses or benefits attaching thereto;

"Insurances" means the policies of insurance in which the Company has an interest from time to time;

"Intellectual Property" means all legal and/or equitable interests at the date of the Charge or in the future acquired (including, without limitation, the benefit of all licences in any part of the world) of the Company 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 foregoing;

"Receiver" has the meaning ascribed to it in the Charge;

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

"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.



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

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

**COMPANY NO. 6937624
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURES DATED 18 SEPTEMBER 2009 AND CREATED BY
EOS HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE COMPANY TO ROBERT SIMON
WOOLLEY ON ANY ACCOUNT WHATSOEVER WAS
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 3 OCTOBER 2009**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 OCTOBER 2009



Companies House
— for the record —



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