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* 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.

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number

29

01215547

Name of company

*Rock Garden Limited (the "Company")

Date of creation of the charge

24 November 2006

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

Legal Assignment of Key Man Policy relating to Dhiresh Raichura between (1) the
Company and (2) Barclays Bank PLC (the "Bank") (the "Assignment")

Amount secured by the mortgage or charge

Please refer to Part 1 of the attached Schedule.

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

Barclays Bank PLC of 1 Churchill Place, London,

Postcode E14 5HP

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

Rebecca Watts
0909421/L921848
Osborne Clarke
Apex Plaza
Forbury Road RG1 1AX

Time critical reference

For official use (02/2006)
Mortgage Section



Short particulars of all the property mortgaged or charged

Please refer to Part 2 of the attached Schedule.

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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)

NIL

Signed Osborne Clarke

Date 28 November 2006

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.

Rock Garden Limited (the "Company")

Schedule to Form 395

Definitions

In these schedules, the following expressions shall have the following meanings:

"Policy" means the policy of life assurance over the life of Dhiresh Raichura with AXA Sun Life plc (account number 32556764).

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Part I

Amount secured by the mortgage or charge

1. All money and liabilities, which the Company may owe the Bank now or in the future in any way.

This includes:

- Liabilities that depend on events which may or may not happen;
- Liabilities that the Company already has or may have in the future to the Bank with any other person; and
- Liabilities that the Company already have or may have in the future to the Bank as a "surety";

(A surety is a person who accepts personal responsibility or gives security for someone else's debts or commitments).

2. All the fees or other charges that the Company owes the Bank now or in the future.
3. The costs (which are to be worked out on a full "indemnity basis" including the total amounts of the following:
 - (a) All the Bank's costs connected with preparing and completing the Assignment;
 - (b) All the Bank's costs connected with the Bank's use of any rights and powers that the Assignment or the law gives to the Bank;
 - (c) All the Bank's costs connected with maintaining the Policy;

- (d) All the Bank's costs connected with taking out or maintaining any new replacement policy in the event that the Policy becomes invalid;
 - (e) All the Bank's costs connected with deciding whether to enforce this security, and all the Bank's costs of enforcing it, whether or not the Bank takes legal action;
 - (f) All the Bank's costs connected with recovering or trying to recover the Amounts Secured;
 - (g) All the costs that the Bank incur if the Company does not keep to its commitments under the Assignment; and
 - (h) VAT on the above costs.
4. All the interest charged by the Bank on the above amounts,
- (a) Interest will be charged on the Amounts Secured either:
 - (i) At the rates and by the methods that the Bank tell the Company or that the Bank publish from time to time; or
 - (ii) In any other way agreed between the Bank and the Company.
 - (b) If any interest is not paid, the Bank will charge "compound interest". This means the Bank will charge interest on the unpaid interest. The Bank will add all interest that is not paid to the Amounts Secured from the date it becomes due.
 - (c) The Bank will be entitled to charge this interest whether or not the Bank have made a demand in writing, there has been a court judgement or the Company is insolvent

Together the "Amounts Secured"

Part II

Short particulars of the property mortgaged or charged

1. The Company agrees to pay or discharge to the Bank the Amounts Secured when the Bank demands this in writing. The Bank may make a demand at any time, unless the Bank have agreed something else in writing.
2. The Company, with full title guarantee, assigns to the Bank:
 - (a) The Policy and all amounts (including bonuses) that are to be paid under it; and
 - (b) Any amount to be paid to the Company on cancellation of the Policy under section 76 of the Insurance Companies Act 1982.

NB: Negative Pledge

The Mortgage also contains the following provisions:

1. The Company shall not:
 - (a) Do anything or allow anything to happen that could make the Policy no longer valid or increase the premiums; or
 - (b) Do anything or allow anything to happen that could make it more difficult for the Bank to receive any amounts due under the Policy;
2. The Company shall not, without the Banks written consent:
 - (a) Charge or mortgage the Policy;
 - (b) Assign the Policy to anyone else; or
 - (c) Allow anyone else to have an interest in the Policy

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01215547

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL ASSIGNMENT OF KEYMAN POLICY DATED THE 24th NOVEMBER 2006 AND CREATED BY ROCK GARDEN LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 29th NOVEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th DECEMBER 2006.

Handwritten signature



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —