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

*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

121

00894964

755184/13

Name of company

* SOUTHERNPRINT (Web Offset) LIMITED ("the Company")

Date of creation of the charge

27 JULY 2009

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

DEBENTURE

Amount secured by the mortgage or charge

All the liabilities of the Company to Cigala LLP ("the Lender") of any kind (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Lender's charges, interest (at the rate of four per cent (4%) per annum above the Barclays Bank Plc base rate from time to time in force) and all expenses (on a full indemnity basis) reasonably incurred by the Lender, or any receiver appointed by the Lender, at any time in connection with the whole and any part of the undertaking, property and assets of the Company charged or secured under this Debenture or in taking or perfecting this Debenture or in preserving defending or enforcing the security created by this Debenture or in exercising any power under this Debenture or otherwise with interest from the date they are incurred.

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

Cigala LLP, 167 Turners Hill, Cheshunt, Waltham Cross, Hertfordshire

Postcode EN8 9BH

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

Memery Crystal LLP
44 Southampton Buildings
London
WC2A 1AP
Ref: 1682660
DX 156 CHANCERY LANE

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room

SATURDAY



AK66RC1A

A14

01/08/2009

243

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1. By way of legal mortgage all the freehold and leasehold property now vested in or charged to any Obligor;
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 any Obligor except the property charged by Clause 1;
3. By way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of any Obligor;
4. By way of fixed charge all plant and machinery of each Obligor present and future and all associated warranties and maintenance contracts;
5. By way of fixed charge all rents receivable from any lease granted out of any freehold and leasehold property of any Obligor;
6. By way of fixed charge all the goodwill of each Obligor present and future;
7. By way of fixed charge all the uncalled capital of each Obligor present and future;
8. By way of fixed charge all stocks shares and other securities held by each Obligor from time to time in any subsidiary or otherwise and all income and rights derived from or attaching to the same;
9. By way of fixed charge all Intellectual Property Rights choses in action licences and claims of any Obligor 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;
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 Lender or any third party;
11. By way of fixed charge all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person; and
12. By way of floating charge all the undertaking and all property assets and rights of the Obligors present and future not subject to a fixed charge under this Deed or any other security present or future held by the Lender.

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)

Signed

AG-Tim
Solicitor to the Chargee

Date

31 July 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 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 must 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. 894964
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 27 JULY 2009
AND CREATED BY SOUTHERNPRINT (WEB OFFSET) LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO CIGALA LLP ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 1 AUGUST
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 AUGUST 2009

plc H



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES