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M**COMPANIES FORM No. 395****395****CHWP000**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

Company number

		7
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2632082

Name of company

* AC (UK) LIMITED (the "Chargor")

Date of creation of the charge

20 March 2009

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

Debenture

Amount secured by the mortgage or charge

All monies debts obligations and liabilities whatsoever whether for principal, interest, default interest or otherwise now or in the future due from owing or incurred by the Chargor to Filefigure 10 Limited (the "Chargee") whether present or future actual or contingent and whether alone or severally or jointly with any other person and whether as principal, guarantor, surety or otherwise and in whatever name or style and whether on any current or other account or in any manner whatever including any moneys, debts, obligations and liabilities assigned to the Chargee and interest to the date of payment at such rates and upon such terms as may from time to time be agreed and all commission, fees, costs, expenses and other charges on a full and unqualified indemnity basis (the "Secured Liabilities").

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

Filefigure 10 Limited 7 River Court, Brighthouse Business Village, Brighthouse Road, Middlesbrough

Postcode TS2 1RT

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

Salans
Millennium Bridge House
2 Lambeth Hill, London EC4V 4AJ

Time critical reference

APJ/0215192.12

For official Use
Mortgage Section

WEDNESDAY



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25/03/2009

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

The Chargor with full title guarantee charges by way of fixed charge all the Chargor's present and future rights, title, benefit and interest in and to:

- (a) any freehold and leasehold property now and at any time during the continuance of the Debenture belonging to, vested in or held by the Chargor and the proceeds of sale thereof and all licences now or hereafter held by the Chargor to enter upon or use land and the benefit of all other agreements relating to land to which the Chargor is or may become a party or otherwise entitled and all buildings fixtures (including trade fixtures) and fixed plant and machinery owned by the Chargor and from time to time on or in any freehold or leasehold property an interest in which is charged under the Debenture and all rents and other income of such freehold or leasehold property;
- (b) the benefit of all contracts guarantees appointments warranties and other documents to which the Chargor is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation or otherwise relating to any property and all other assets, rights and undertaking of the Chargor which are the subject of any security created or purported to be created by the Debenture (the "Charged Property") including in each case but without limitation the right to demand and receive all monies whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights interests and benefits

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



Date 23 MARCH 2009

On behalf of ~~[company]~~ [mortgagee/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 are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

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COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

**Particulars of a mortgage or charge
(continued)**

Continuation sheet No ¹
to Form No 395 and 410 (Scot)

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

Company number

2632082

Name of company

AC (UK) LIMITED (the "Chargor")

~~Limited~~*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

Please do not
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*Please complete
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete
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whatsoever accruing to or for its benefit arising from any of them;

(c) all present and future plant, vehicles, machinery, computers and office and other equipment (to the extent not effectively mortgaged or charged under (a) above;

(d) all chattels hired, leased, rented or agreed to be sold by the Chargor to any other person;

(e) all debts including book debts and receivables and claims of any description now and from time to time due, owing, incurred or accountable to the Chargor and whether presently arising, payable or performable or hereafter arising, falling due for payment or performance and all proceeds thereof and the benefit of all rights relating thereto;

(f) all and any inventions, patents, applications for patents, registered or unregistered trademarks or service marks, registered or unregistered designs, or applications for registration of trademarks, service marks or designs, and any trade names, rights, licences, copyrights, data base rights, confidential information, know how, trade secrets and any other property or rights in the nature of intellectual property belonging to or in which the Chargor has an interest and all fees, royalties and other rights of every kind deriving therefrom;

(g) the Chargor's present and future goodwill and uncalled capital;

(h) all documents which have been or may from time to time be deposited with the Chargee and which are not charged to the Chargee pursuant to the above, including all rights, monies or property (whether of a capital or income nature) howsoever accruing or derived therefrom or arising in respect thereof;

(i) all contracts, licences, consents and authorisations held in connection with the Chargor's business or the use of any Charged Property and all rights in connection with them;

(j) any sum now or at any time after the date of the Debenture received by the Chargor as a result of any order of the court under sections 213, 214, 238, 239 or 244 of the Insolvency Act 1986;

(k) all other existing and future property not charged or assigned by (a) to (j) above (other than stock in trade or work in progress).

*Please complete
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bold block lettering*

The Chargor with full title guarantee assigns by way of fixed mortgage all the Chargor's present and future right, title, benefit and interest in and to:

- (a) any hiring, leasing, rental or sales contract relating to any chattels hired, leased, rented or agreed to be sold by the Chargor to any other person and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of that contract (to the fullest extent permitted under any relevant agreement);
- (b) any contractual, restitutionary and tortious rights now and from time to time vested in the Chargor and whether presently arising or hereafter arising;
- (c) any balance in whatever currency now or in the future standing to the credit of any account with any bank or financial institution;
- (d) any present or future contracts or policies of insurance or assurance (including life policies) in which the Chargor now or hereafter has an interest and all claims and monies from time to time arising or payable thereunder, including any refund of premiums;
- (e) any stocks, shares, units in collective investment schemes, debentures, bonds, notes, commercial paper, certificates of deposit, depository receipts, negotiable instruments and/or other securities of any kind whatsoever in or relating to any company, firm or entity wheresoever situate and any rights or entitlements derived directly or indirectly from the same and whether any of the foregoing is represented by a certificate or instrument or by an entry in any register, account, book entry or other record or common account and whether marketable or otherwise, and all rights to subscribe for, redeem, convert other securities into or otherwise acquire any of the same, together with all dividends, interest allotments, accretions, offers, rights, benefits and advantages whatsoever in respect of or incidental to such securities.

The Chargor with full title guarantee charges by way of floating charge the Chargor's undertaking and all its other property assets and rights whatsoever and wheresoever present and future including those expressed above as charged by way of mortgage or fixed charge or assigned to the Chargee if and to the extent that such mortgage charge or assignment may fail for any reason to operate as a legal mortgage or fixed security or charge or may otherwise be ineffective.

The Debenture contains a negative pledge and certain other covenants and restrictions. The Chargor undertakes that it shall not, save with the Chargee's prior written consent:

- (a) create or permit to subsist any security over all or any part of the Charged Property;

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COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 2
to Form No 395 and 410 (Scot)

*Please complete
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Company number

2632082

Name of company

AC (UK) LIMITED (the "Chargor")

~~Limited~~

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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(b) other than with respect to the Chargor's stock in trade and work in progress which is the subject of a floating charge under the Debenture, part with possession, convey, transfer, assign, sell, discount, factor, lease or grant any licence over or otherwise dispose of the Charged Property nor any part thereof;

(c) with respect to the Chargor's stock in trade and work in progress which for the time being remains the subject of a floating charge under the Debenture, part with possession, convey, transfer, assign, sell, discount, factor, lease or grant any licence over or otherwise dispose of the Charged Property nor any part thereof except in the ordinary course of its business on an arm's length basis, on the usual terms of trade for such a business and for the full value thereof; or

(d) do anything prohibited by (a), (b) and (c) above.

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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. 2632082
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 20 MARCH
2009 AND CREATED BY AC (UK) LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
FILEFIGURE 10 LIMITED ON ANY ACCOUNT WHATSOEVER
WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 25 MARCH 2009**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 MARCH 2009



Companies House
— for the record —



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