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CHFP041

COMPANIES FORM No. 395

Particulars of a mortgage or charge

551172/52
395

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



05341855

01+95

Name of company

*AVID HOLDINGS PLC (the "Company")

Date of creation of the charge

27 MARCH 2008

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

05 Debenture (the "Charge")

Amount secured by the mortgage or charge

Q
+
10 All or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Chargee by the Company, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner), including any money and liabilities of the Company to a third party which have been assigned or novated to or otherwise vested in the Chargee and including interest, discount, commission and other lawful charges or expenses which the Chargee may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual Chargee rates and practice (or otherwise agreed in writing) after as well as before any demand made or judgment or decree obtained under or in relation to the Charge (the "Secured Liabilities")

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

7 The Bank of Scotland Plc, The Mound, Edinburgh, EH1 1YZ (the "Chargee")

Postcode

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

Blake Lapthorn Tarlo
Lyons

DX 38538 Southampton 3

Ref RIE/NJB

Time critical reference

For official use (02/2006)

Mortgage Section

Post room

WEDNESDAY



A58

A1152YQO

09/04/2008

96

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1 The Company with full title guarantee has charged to the Chargee as continuing security for the payment or discharge of the Secured Liabilities -

1 1 by way of fixed charge -

1 1 1 all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of the Charge together with all buildings, and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the property,

1 1 2 all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land,

1 1 3 the benefit of all other agreements relating to land which the Company is or may become party or otherwise entitled,

1 1 4 all plant and machinery of the Company now or in the future attached to property which is charged by the foregoing provisions,

(See continuation sheets)

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)

Nil

Signed Stake Lathorn Tello Lyons Date 8 April 2008

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

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Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Forms Nos 395 and 410 (Scot)

Company number

05341855

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

Name of company

AVID HOLDINGS PLC (the "Company")

~~XXXXXX~~

*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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lettering

Com 395cont-2/4

Please do not write in this margin Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

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Short particulars of all the property mortgaged or charged (continued)

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1 1 5 all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights, money or property of a capital nature at any time accruing or offered in relation to them, whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise,

1 1 6 all rights, money or property of an income nature at any time accruing or payable in relation to the stocks, shares and other securities charged by the provision described in paragraph 1 1 5 above, whether by way of dividend, distribution, interest or otherwise,

1.1 7 all rights and interests in and claims under all insurance contracts or policies now or in the future held by or insuring to the benefit of the Company which relate to Fixed Charge Assets (including all money payable under such contracts and policies),

1 1 8 all rights and interest and claims under all other insurance or assurance contracts or policies now or in the future held by or insuring to the benefit of the Company (including all money payable under them),

1 1 9 all patents, utility models, registered and unregistered trade and service marks, rights in passing off, copyright, registered and unregistered rights in designs and database rights in each case now or in the future held by the Company (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of, and any application for such rights,

1 1 10 the benefit of all agreements and licences now or in the future entered into or enjoyed by the Company relating to the use or exploitation by or on behalf of the Company in any part of the world of any such rights as are referred to in 1 1 9 above but owned by others,

1 1 11 all the Company's rights now or in the future in relation to trade secrets, confidential information and know how in any part of the world,

1 1 12 all present and future book debts of the Company,

1 1 13 all other present and future debts or monetary claims of the Company against third parties (excluding those charged as described in paragraphs 1 1 7 or 1 1 8 above or arising on fluctuating accounts with other Group Companies),

1 1 14 the benefit of all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to the Company in respect of any Fixed Charge Assets,

1 1 15 all present and future bank accounts, cash at bank and credit balances of the Company (excluding those arising on fluctuating accounts) with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest), and

1 1 16 all rights, money or property accruing or payable to the Company now or in the future under or by virtue of a Fixed Charge Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the provisions described above,

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Particulars of a mortgage or charge (continued)

Continuation sheet No 2
to Forms Nos 395 and 410 (Scot)

Company number

05341855

Please complete
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Name of company

AVID HOLDINGS PLC (the "Company")

~~XXXXXX~~

*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)

Please complete
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Short particulars of all the property mortgaged or charged (continued)

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1 2 by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned as described, (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in paragraph 1 1 above)

2 The Company with full title guarantee assigns as a continuing security for the payment or discharge of the Secured Liabilities in favour of the Chargee (subject to the right of the Company to require the re-assignment of it upon payment or discharge in full of the Secured Liabilities)

2 1 all the right, title and interest of the Company in and to any interest rate hedging agreements now or in the future entered into with any person, and

2 2 (insofar as they are capable of being assigned by way of security) all the right, title and interest of the Company in and to any agreement to which the Company is a party except to the extent that it is subject to any fixed charge created under any other provisions of the Charge,

3 To the extent that any such right, title and interest referred to in paragraph 2 above is not assignable or capable of assignment, the assignment of it purported to be effected by such clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Company may derive from it or be awarded or entitled to in respect of it, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities

4 The Company (at its own cost) will on demand in writing by the Chargee execute and deliver in such form as the Chargee may reasonably require -

4 1 a legal mortgage of any freehold or leasehold property of the Company and of any freehold or leasehold property acquired by the Company after the date of the Charge,

4 2 a standard security or other fixed security over the Company's heritable freehold, leasehold or other property,

4 3 a fixed charge or assignment in or by way of security of any Asset subject to a floating charge as described in paragraph 1 2 above,

4 4 a chattel mortgage over such chattels, plant and machinery as the Chargee may specify, and

4 5 a notice of any assignment of its right, title and interest in and to any of the agreements referred to in paragraph 2 above, and the Company will execute such other deeds, documents, agreements and instruments and will otherwise do and concur in all such other acts or things as the Chargee may deem necessary for perfecting, preserving or protecting the security created (or intended to be created) by the Charge or for facilitating the realisation of the Assets or the exercise of any rights of the Chargee under the Charge

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Particulars of a mortgage or charge (continued)

Continuation sheet No 3
to Forms Nos 395 and 410 (Scot)

Company number

05341855

Please complete
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*Delete if
inappropriate

Name of company

AVID HOLDINGS PLC

~~limited~~*

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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Please do not write Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)
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Negative Pledge

5 The Company will not without the prior written consent of the Chargee -
5 1 create or attempt to create or permit to subsist any right in
security, mortgage, charge, lien (other than a lien arising in the
ordinary course of business by operation of law) or any encumbrance, trust
agreement, declaration of trust or trust arising by operation of law over
all or any Assets (except in favour of the Chargee), or

5 2 sell, transfer, assign, factor, lease or otherwise dispose of or part
with possession in any way of all or any of its Assets (other than in
terms of a Permitted Disposal), or

5 3 in any way dispose of the equity of redemption of any such Asset or
any interest in any such Asset

Definitions

"Assets" means the whole of the property (including uncalled capital)
which is or may be from time to time comprised in the property and
undertaking of the Company,

"Fixed Charge Asset" means an Asset for the time being comprised within a
mortgage, fixed charge or assignment by way of security created under the
provisions described in paragraphs 1, 2, 3 above or (with effect from the
date of its creation) any security created pursuant to paragraph 4 above,

"Group" means the Company and each of its Subsidiaries and "Group Company"
shall be construed accordingly,

"Permitted Disposal" means

(a) the disposal of stock subject only to the floating charge created by
the provision described in paragraph 1 2 above on an arm's length basis in
the ordinary course of trading,

(b) disposals of obsolete or redundant assets (other than Fixed Charge
Assets, other Assets subject to a fixed charge or security in favour of
the Chargee and any other heritable or leased property in Scotland) which
are no longer required for the business of any Group Company,

(c) disposals of assets (other than Fixed Charge Assets, other Assets
subject to a fixed charge or security in favour of the Chargee and other
heritable or leased property in Scotland) in exchange for replacement
assets comparable or superior as to type, value and quality, and

"Subsidiary" means, in respect of any company, person or entity, any
company, person or entity directly or indirectly controlled by such
company, person or entity (including any Subsidiary acquired after the
date of the Charge)



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

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

COMPANY NO. 5341855
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 27 MARCH
2008 AND CREATED BY AVID HOLDINGS PLC FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO THE BANK OF SCOTLAND PLC ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 9 APRIL 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 APRIL 2008



Companies House
— for the record —

DXJ



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES