

MG01

Particulars of a mortgage or charge

660478/13.



A fee is payable with this form.
We will not accept this form unless you send the correct fee.
Please see 'How to pay' on the last page.

What this form is for
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland.

What this form is NOT for
You cannot use this form to register particulars of a charge for a Scottish company. To do this, please use form MG01s.

SATURDAY



AJZBSEDM
A04 24/10/2009 398
COMPANIES HOUSE

1 Company details

Company number 0 4 0 1 8 0 9 6

Company name in full 4C Associates Limited (the "**Borrower**")

3 For official use

→ **Filling in this form**
Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2 Date of creation of charge

Date of creation d1 d2 m1 m0 y2 y0 y0 y9

3 Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.

Description

Debenture between the Borrower and the Lender (the "**Debenture**")

4 Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured

The Loan and all or any monies and liabilities which are for the time being and from time to time (and whether on or at any time after demand) due, owing or payable, or expressed to be due, owing or payable, in whatsoever manner to the Lender by the Borrower, whether actually or contingently, solely or jointly and whether as principal or surety, and whether or not the Lender shall have been an original party to the relevant transaction, including, without limitation interest, discount, commission and all other charges or expenses which the Lender may charge or incur in respect of any of those matters, as well after as before any demand made or decree or judgment obtained under the Debenture (the "**Secured Liabilities**")

Continuation page

Please use a continuation page if you need to enter more details.

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Continuation page
Please use a continuation page if you need to enter more details.

Name Exel Limited (the "Lender")
Address Ocean House, The Ring, Bracknell

Postcode R G 1 2 1 A N

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Continuation page
Please use a continuation page if you need to enter more details.

Short particulars

1. The Borrower covenanted to discharge on demand the Secured Liabilities and as a continuing security for such discharge and with full title guarantee charged to the Lender:
 - 1.1 by way of first legal mortgage all the freehold and leasehold property of the Borrower now vested in it together with all buildings and fixtures (including trade and other fixtures and tenants fixtures) and fixed plant and machinery owned by the Borrower and from time to time in or on such property and the proceeds of sale of such assets;
 - 1.2 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 the Borrower;
 - 1.3 by way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Borrower;
 - 1.4 by way of fixed charge all the plant and machinery vehicles and computer equipment of the Borrower present and future not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts;
 - 1.5 by way of fixed charge all furniture furnishings equipment tools and other chattels of the Borrower present and future not regularly disposed of in the ordinary course of business;
 - 1.6 by way of fixed charge all rents receivable from any lease granted out of any freehold and leasehold property of the Borrower;
 - 1.7 by way of fixed charge all the goodwill and uncalled capital of the Borrower present and future;

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

- 1.8 by way of fixed charge all stocks shares and other securities of the Borrower present and future (including in any subsidiary) and all income and rights derived from or attaching to the same;
- 1.9 by way of fixed charge all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Borrower or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Borrower or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;
- 1.10 by way of fixed charge all book debts and other debts of the Borrower present and future and the proceeds of payment or realisation of each of them; and
- 1.11 by way of floating charge all the undertaking and all property assets and rights of the Borrower present and future not subject to a fixed charge under this Deed.
2. The Borrower has agreed not to without the previous consent of the Lender:
 - 2.1 dispose of the Fixed Charged Assets;
 - 2.2 sell, give or share possession of, grant or agree to grant any lease or tenancy of or accept or agree to accept a surrender or any variation or addition to the terms of any lease or tenancy or any part of the Fixed Charged Assets; or
 - 2.3 pull down or remove all or any part of the buildings forming part of the Fixed Charged Assets or sever, unfix or remove any of the fixtures on the Property nor (except for necessary repairs or the substitution of full value replacements) remove any plant and machinery from the property; or
 - 2.4 deal with the Borrower's book debts and other debts otherwise than by collecting them in the ordinary course of the Borrower's business and in particular the Borrower will not realise its book debts and other debts by means of block discounting factoring or the like; or
 - 2.5 dispose of the Floating Charged Assets other than in the ordinary course of business; or
 - 2.6 create or attempt to create or permit to arise or subsist any Encumbrance upon any part of the Charged Assets.

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance or discount

NIL

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Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

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Signature

Please sign the form here.

Signature

Signature

X *Blake Cooper* X

This form must be signed by a person with an interest in the registration of the charge.

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Zaira Morana

Company name Blake Laphorn

Address

Post town

County/Region

Postcode S O 5 3 3 L G

Country

DX DX 155850 Eastleigh 7

Telephone +44 (0)23 8090 8090



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- The company name and number match the information held on the public Register.
- You have included the original deed with this form.
- You have entered the date the charge was created.
- You have supplied the description of the instrument.
- You have given details of the amount secured by the mortgagee or chargee.
- You have given details of the mortgagee(s) or person(s) entitled to the charge.
- You have entered the short particulars of all the property mortgaged or charged.
- You have signed the form.
- You have enclosed the correct fee.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



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

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 4018096
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 12 OCTOBER
2009 AND CREATED BY 4C ASSOCIATES LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO EXEL LIMITED ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 24 OCTOBER
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 OCTOBER
2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES