

MG01

140948 / #03



Particulars of a mortgage or charge

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 company. To do this, please form MG01s.

FRIDAY



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11/12/2009

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COMPANIES HOUSE

1

Company details

Company number

0 4 0 4 0 1 1 0

Company name in full

Archant Holdings Limited (the "**Company**")

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

d0 d4 m1 m2 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 (1) Archant Limited (as "**Parent**"), (2) the companies (including the Company) listed in schedule 1 of the debenture and reproduced here at schedule 1 and (3) The Royal Bank of Scotland Plc (as security agent for the Secured Parties, the "**Security Agent**") (the "**Debenture**").

4

Amount secured

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

Amount secured

The Company covenants that it will pay on demand to the Security Agent all moneys and discharge all obligations and liabilities due, owing or incurred by it the Secured Parties or any of them whether express or implied, present, future or contingent, joint or several, incurred as principal or surety determined in whatever currency or incurred on any account whatsoever under or pursuant to the Finance Documents when the same become due for payment or discharge and interest (as well after as before judgment) to date of payment as such rates and upon terms as may from time to time be payable and all commission, fees, expenses and other charges and all legal and other costs when the same become due for payment or discharge (the "**Secured Obligations**").

Continuation page

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

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Particulars of a mortgage or charge

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 The Royal Bank of Scotland Plc

Address 2 St Philips Place

Birmingham

Postcode B 3 2 R B

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 Please see continuation sheets 1 - 24

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7 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

8 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).

9 Signature

Please sign the form here.

Signature

Signature

X Hammonds LLP

X

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

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Particulars of a mortgage or charge



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 ST3/DA/ROY.292-0274

Company name Hammonds LLP

Address Rutland House

148 Edmund Street

Post town Birmingham

County/Region West Midlands

Postcode B 3 2 J R

Country

DX 708610 Birmingham 17

Telephone +44 (0)121 222 3000



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

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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

Short particulars

1.1 Fixed Charges

The Company, with full title guarantee, charged to the Security Agent as a continuing security for the payment and discharge of the Secured Obligations:

- (a) by way of first legal mortgage, the Properties (if any) specified against its name in schedule 2 (*Properties*) of the Debenture (or, as the case may be, schedule 1 (*Properties*) of the relevant Security Accession Deed);
- (b) by way of first legal mortgage, all Properties (other than any property specified in schedule 2 (*Properties*) of the Debenture (or, as the case may be, schedule 1 (*Properties*) of the relevant Security Accession Deed)) at the date of the Debenture owned by the Company or in which the Company has an interest;
- (c) by way of first fixed charge (to the extent not the subject of a legal mortgage by virtue of Clauses 3.1 (a) or 3.1 (b) of the Debenture and reproduced at 1.1 (a) and 1.1(b) above all present and future Properties at the date of the Debenture or from time to time thereafter owned by the Company or in which the Company may have an interest;
- (d) by way of first fixed charge, the Equipment (if any) specified in schedule 3 (*Equipment*) of the Debenture (or, as the case may be, schedule 2 (*Equipment*) of the relevant Security Accession Deed) and the benefit of all contracts and warranties relating to the same;
- (e) by way of first fixed charge, all Equipment (other than any property specified in schedule 3 (*Equipment*) of the Debenture (or, as the case may be, schedule 2 (*Equipment*)) of the relevant Security Accession Deed) at the date of the Debenture or from time to time thereafter owned by the Company or in which the Company has an interest and the benefit of all contracts and warranties relating to the same;
- (f) by way of first fixed charge, all Securities at the date of the Debenture or from time to time thereafter owned by the Company or in which the Company has an interest;
- (g) by way of first fixed charge any and all amounts from time to time standing to the credit of the Company in any Mandatory Prepayment Account;
- (h) by way of first fixed charge, the goodwill and uncalled capital of the Company; and
- (i) if not effectively assigned by Clause 3.3 (*Security Assignment*) of the Debenture, by way of first fixed charge all its rights and interests in (and claims under) the Assigned Agreements,

CONTINUATION SHEET 1

6 Short particulars of all the property mortgaged or charged

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

Short particulars

In addition to the above, the Company charged to the Security Agent as a continuing security for the payment and discharge of the Secured Obligations:

- (j) by way of first fixed charge, the Intellectual Property (if any) specified in schedule 5 (*Intellectual Property*) of the Debenture (or, as the case may be, schedule 4 of the relevant Security Accession Deed); and
- (k) by way of first fixed charge, all Intellectual Property (other than any Intellectual Property specified in schedule 5 (*Intellectual Property*) of the Debenture (or, as the case may be, schedule 4 of the relevant Security Accession Deed)), the the date of the Debenture or from time to time thereafter owned by the Company or in which the Company may have an interest.

1.2 Floating Charges

The Company, with full title guarantee, charged to the Security Agent by way of first floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, including, without limitation, its Inventory other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to Clause 3.1 (*Fixed Charges*) of the Debenture and reproduced at 1.1 above or otherwise pursuant to the Debenture but including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland.

1.3 Security Assignment

As further security for the payment and discharge of the Secured Obligations, the Company assigned absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements, provided that on payment or discharge in full of the Secured Obligations the Security Agent will at the request and cost of the Company re-assign the Assigned Agreements to the Company (or as it shall direct).

1.4 Qualifying Floating Charge

The provisions of paragraph 14 of Schedule B1 Insolvency Act 1986 apply to the floating charges in Clause 3.2 (*Floating Charges*) of the Debenture and reproduced at 1.2 above, which shall be enforceable at any time on or after the Enforcement Date.

1.5 Restrictions on dealing with Charged Assets

The Company covenanted that, save as permitted under the Facility Agreement, it will not:

- (a) dispose of all or any of its Properties;

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	(b) dispose of all or any of the Equipment specified in schedule 3 (<i>Equipment</i>) of the Debenture except for disposals for which the Security Agent's consent has been requested and expressly granted; (c) dispose of all or any of the other Fixed Charge Assets without the prior written consent of the Security Agent; (d) dispose of its Inventory or any other Charged Asset the disposal of which is not otherwise restricted by the express terms of the Debenture otherwise than for full value in the ordinary course of business; (e) without limiting the generality of the foregoing provisions of Clause 3.5 of the Debenture and reproduced at this 1.5 dispose of, or create or attempt to create or permit to subsist or arise any Encumbrance on or over, the Debts or any part thereof or release, set off or compound or deal with the same otherwise than in accordance with Clause 5.1 (a) (<i>Debts</i>) of the Debenture; or (f) create or attempt to create or permit to subsist in favour of any person other than the Security Agent any Encumbrance on or affecting the Charged Assets or any part thereof. 1.6 Automatic conversion of floating charge So far as permitted by law and notwithstanding anything expressed or implied in the Debenture: (a) if the Company creates or attempts to create any Encumbrance not being a Permitted Security over all or any of the Charged Assets without the prior written consent of the Security Agent or if any person levies or attempts to levy any distress, execution, sequestration or other process against any of the Charged Assets having an aggregate value of at least £250,000 and which is not discharged within 14 days, the floating charge created by Clause 3.2 (<i>Floating Charges</i>) of the Debenture over the Properties or asset concerned shall thereupon automatically without notice be converted into a fixed charge; and (b) each floating charge created by Clause 3.2 (<i>Floating Charges</i>) of the Debenture shall automatically be converted into a fixed charge on the Enforcement Date. 1.7 Conversion of floating charge by notice Notwithstanding anything expressed or implied in the Debenture but without prejudice to Clause 3.6 (<i>Automatic conversion of floating charge</i>) of the Debenture, the Security Agent shall be entitled at any time after an Event of Default which is continuing unremedied and unwaived by giving notice in writing to that effect to the Company to convert the floating charge created by the Company over all or any part of the Charged Assets into a fixed charge as regards the assets specified in the notice.	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	2 UNDERTAKINGS 2.1 Companies' Undertakings The Company undertakes with the Security Agent that during the continuance of the security the Company will: (a) Debts (i) Collect in the ordinary course of its business in a proper and efficient manner and pay into a Receivables Account (or following the Enforcement Date the other account as the Security Agent may from time to time specify) all moneys which it may receive in respect of the Debts forthwith on receipt. (ii) Not (A) sell, factor or discount the whole or a material part of the Debts; or (B) release, exchange, compound, set off, vary, discharge, postpone or release any of the Debts or waive its right of action in connection therewith or do or omit to do anything which may delay or prejudice the full recovery thereof, other than on a normal commercial basis in the ordinary course of business. (iii) Following the Enforcement Date, not withdraw all or any monies from time to time standing to the credit of any Receivables Account, unless with the prior consent of the Security Agent. (b) Mandatory Prepayment Accounts Not withdraw all or any monies from time to time standing to the credit of any Mandatory Prepayment Account, unless expressly permitted to do so under the Facility Agreement or with the prior consent of the Security Agent. (c) Assigned Agreements (i) Perform all its obligations under the Assigned Agreements in accordance with the terms thereof. (ii) Not make or agree to make any amendments to the Assigned Agreements, waive any of its rights under the Assigned Agreements or exercise any right to terminate any of the Assigned Agreements, except as permitted under the Facility Agreement or with the prior consent of the Security Agent. CONTINUATION SHEET 4	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Please give the short particulars of the property mortgaged or charged.		
Short particulars	(iii) Following the Enforcement Date give notice to the other parties to the Hedging Agreements that it has assigned its rights under the Hedging Agreements to the Security Agent under the Debenture. The notice will be given in substantially the form set out in Schedule 7 <i>Notice of Assignment</i> of the Debenture. The Company will use all reasonable endeavours to procure that each party served with any the notice countersigns and returns the notice to the Security Agent within 14 days of the execution of the Debenture.	
	(d) Deposit of deeds	
	Immediately following the Enforcement Date deposit with the Security Agent (to be held at the risk of the Company):	
	(i) all deeds and documents of title relating to its Properties and the Insurances relating thereto; (ii) all certificates and documents of title relating to the Securities owned by it and the deeds of transfer in blank (including, without limitation, stock transfer forms relating to the Subsidiary Shares duly stamped and executed in blank and left undated) and other documents as the Security Agent may from time to time require for perfecting the title of the Security Agent to such Securities (duly executed by or signed on behalf of the registered holder) or for vesting or enabling it to vest the same in itself or its nominees or in any purchaser; and (iii) all such other documents relating to its Charged Assets as the Security Agent may from time to time reasonably require.	
	(e) Compliance with covenants etc	
	Observe and perform all material covenants, requirements and material obligations from time to time imposed on, applicable to or otherwise affecting its Charged Assets and/or the use, ownership, occupation, possession, operation, repair, maintenance or other enjoyment or exploitation of its Charged Assets whether imposed by statute, law or regulation, contract, lease, licence, grant or otherwise, carry out all registrations or renewals and generally do all other acts and things (including the taking of legal proceedings) necessary to maintain, defend or preserve its right, title and interest to and in its Charged Assets without infringement by any third party and not without the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed) enter into any onerous or restrictive obligations affecting any of the same or agree any rent review relating to any interest in any of its Properties, except that nothing in Clause 5.1 (e) of the Debenture or elsewhere in the Debenture shall prevent the Company from entering into obligations or agreements which are permitted under the Facility Agreement.	
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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	(f) Alteration or development of Properties Without the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed), not make any material structural or other alteration to or to the user of any of the Properties or do or permit or omit to be done any act, matter or thing as a consequence of which any provision of any statute, bye-law, order or regulation or any condition of any consent, licence, permission or approval (whether of a public or private nature) from time to time in force imposed on, applicable to or otherwise affecting any of the Properties is or may be infringed. (g) Maintenance of buildings and Equipment Keep all its buildings and Equipment in good and substantial repair and in good working order (save for fair wear and tear) and condition and on reasonable notice and at reasonable times permit the Security Agent and its agents or representatives to enter and view their state and condition. (h) Insurance (i) Comply in all respects with its insurance obligations under the Facility Agreement and on demand provide the Security Agent with copies of the relevant policies and evidence of such compliance (ii) procure that the Security Agent's interest as first loss payee is noted on the Insurances within 14 days of the execution of the Debenture. (i) Property outgoings Punctually pay, or cause to be paid, and indemnify the Secured Parties and any Receiver or Administrator (on a several basis) against, all present and future rent, rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever (whether imposed by agreement, statute or otherwise) now or at any time during the continuance of this security payable in respect of its Properties or any part thereof or by the owner or occupier thereof. (j) Possession of Properties Without prejudice to the generality of Clause 3.5(a) (<i>Restrictions on dealing with Charged Assets</i>) of the Debenture not without the prior written consent of the Security Agent part with possession of the whole or any part of its Properties or permit any person:	

CONTINUATION SHEET 6

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	(i) under the Land Registration Acts of any of its Properties nor create or permit to arise any unregistered interests which override first registration or registered dispositions affecting the same within the definition in those Acts or within any corresponding legislation in any other part of the United Kingdom; or (ii) to become entitled to any right, easement, covenant, interest or other title encumbrance which might adversely affect the use, value or marketability of any of its Properties, unless it is permitted under the Facility Agreement. (k) Variation of leasehold interests Not, unless permitted under the Facility Agreement or with the prior written consent of the Security Agent vary, surrender, cancel or dispose of, or permit to be forfeit, any leasehold interest in any of its Properties in a manner which would make the liabilities under such leasehold interest any more onerous. (l) Acquisition of property Immediately inform the Security Agent before contracting to purchase any estate or interest in freehold, leasehold or heritable property and supply the Security Agent with such details of the purchase as the Security Agent may from time to time request unless such acquisition is permitted under the Facility Agreement. (m) Relevant Substances Notify the Security Agent forthwith upon becoming aware of any Relevant Substance present at, on or under or brought on to any of its Properties which might give rise to any Environmental Claim, or which might lead to or cause a change in value of any of its Properties or any of its Charged Assets. (n) Intellectual Property Without prejudice to the generality of Clause 5.1 (e) (<i>Compliance with Covenants etc</i>) of the Debenture: (i) other than any formal registration, take all necessary and commercially reasonable action to safeguard, prosecute and maintain its rights, present and future, in or relating to all its Material Intellectual Property;	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	(ii) use all reasonable efforts not to allow any of its Material Intellectual Property to be abandoned or cancelled, to lapse or to be liable to any claim of abandonment for non-use or otherwise, except where such Material Intellectual Property is discontinued in connection with the discontinuation of titles in the ordinary course of business; (iii) notify the Security Agent forthwith of any infringement or suspected infringement or any challenge to the validity of any of its Material Intellectual Property which may come to its notice, on request supply the Security Agent with all relevant information in its possession relating thereto and take all steps necessary and commercially reasonable to prevent or bring to an end any such infringement and to defend any challenge to the validity of any such rights; and (iv) maintain appropriate records of the Trade Marks and all registrations made in respect thereof together with details of agents engaged in relation to the Trade Marks and provide a copy of such records to the Security Agent promptly upon the Security Agent's written request. (o) Copies of notices Notify the Security Agent forthwith if it receives any notice in connection with any of its Properties including, without limitation, any notice under section 146 Law of Property Act 1925. (p) Jeopardy Not do or cause or permit to be done anything which may in any way materially depreciate the value of any of its Charged Assets. (q) Notice to Account Bank The Company will (i) as soon as practicably possible after a Mandatory Prepayment Account is established, give notice to the Account Bank with which its Mandatory Prepayment Account is maintained; and (ii) immediately following the Enforcement Date, give notice to the Account Bank with which its other accounts, including any Receivables Account, are maintained; and	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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

Short particulars

(iii) forthwith on any change in the identity of such Account Bank after the giving of such notice, give notice to the new Account Bank,

of the Debenture, in the form of Part 1 of Schedule 6 (*Form of Notice of Charge to Account Bank*) of the Debenture and use its reasonable endeavours to procure that such Account Bank or new Account Bank (as the case may be) acknowledges such notice to the Security Agent in the form of Part 2 of Schedule 6 (*Form of Acknowledgement of Notice of Charge from the Account Bank*) of the Debenture.

3 FURTHER ASSURANCE

3.1 The Company shall if and when at any time required by the Security Agent execute such further Encumbrances and assurances in favour or for the benefit of the Secured Parties and do all such acts and things as the Security Agent shall from time to time reasonably require over or in relation to all or any of the Charged Assets to secure the Secured Obligations or to perfect or protect the Security Agent's security over the Charged Assets or any part thereof or to facilitate the realisation of the same provided that the Company shall not be obliged to create any new or further fixed charge over any asset purported to be subject to a fixed charge (whether that charge takes effect as a fixed or a floating charge so long as it is validly charged) under the Debenture except at any time when a Default is continuing.

3.2 Certain documentary requirements

Such further Encumbrances and assurances shall be prepared by or on behalf of the Security Agent at the expense of the Parent and shall contain:

- (a) an immediate power of sale without notice;
- (b) a Clause excluding section 93 Law of Property Act 1925 and the restrictions contained in section 103 Law of Property Act 1925; and
- (c) such other Clauses for the benefit of the Secured Parties as the Security Agent may reasonably require.

3.3 Implied Covenants

The provisions of Clauses 6.1 (*Further assurance*) and 6.2 (*Certain documentary requirements*) of the Debenture shall be in addition to and not in substitution for the covenants for further assurance deemed to be included in the Debenture by virtue of the Law of Property (Miscellaneous Provisions) Act 1994.

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

4 CONTINUING SECURITY

The Debenture and the obligations of the Company under the Debenture shall extend to the ultimate balance from time to time owing in respect of the Secured Obligations and shall be a continuing security notwithstanding any intermediate payment, partial settlement or other matter whatsoever.

5 DEFINITIONS

"Account Bank" means a bank or financial institution with which any Mortgagor maintains a Mandatory Prepayment Account or any other bank account.

"Administrator" means any person appointed under schedule B1 of the Insolvency Act 1986 (incorporated by schedule 16 to the Enterprise Act 2002) to manage a company's affairs, business and property.

"Agent" means The Royal Bank of Scotland Plc as agent for the Finance Parties.

"Assigned Agreements" means the Hedging Agreements and the Insurances.

"Mortgagors" means the Parent each of the Original Subsidiaries and each other Subsidiary (if any) of the Parent which (whether pursuant to the terms of the Facility Agreement or otherwise) becomes a party to the Debenture pursuant to a Security Accession Deed (each a **"Mortgagor"**).

"Charged Assets" means all assets of the Company described in Clauses 3.1 (*Fixed Charges*), 3.2 (*Floating Charges*) and 3.3 (*Security Assignment*) of the Debenture.

"Default" means an Event of Default or any event or circumstance specified in Clause 24 (*Events of Default*) of the Facility Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.

"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind securing or preferring any obligation of any person or any other arrangement having the effect of conferring rights of retention or set-off or other disposal rights over an asset (including, without limitation, title transfer and/or retention arrangements having a similar effect) and includes any agreement to create any of the foregoing.

"Enforcement Date" means the date on which an Event of Default occurs or, if earlier, the date on which:

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6	Short particulars of all the property mortgaged or charged	
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Short particulars	(a) the Security Agent receives from any person a notice of intention to appoint an Administrator; (b) a Mortgagor requests the Security Agent to appoint an Administrator or a Receiver; (c) an application is made for the appointment of an Administrator; (d) a petition is presented for an administration order in respect of a Mortgagor; or (e) an Administrator is appointed in relation to a Mortgagor. "Equipment" means machinery, equipment, furniture, furnishings, fittings and fixtures and other tangible personal property (other than Inventory) including, without limitation, data processing hardware and software, motor vehicles, aircraft, dies, tools, jigs and office equipment, together with all present and future additions thereto, replacements or upgrades thereof, components and auxiliary parts and supplies used or to be used in connection therewith and all substitutes for any of the foregoing, and all manuals, drawings, instructions, warranties and rights with respect thereto wherever any of the foregoing is located. "Event of Default" means any event or circumstance specified as such in Clause 24 (<i>Events of Default</i>) of the Facility Agreement. "Facility Agreement" means the facility agreement dated 4 December 2009 made between, inter alios, (1) the Parent, (2) the Original Subsidiaries, (3) the Original Guarantors (4) Arranger, (5), the Original Lenders, (6) the Agent and (7) the Security Agent pursuant to which the Lenders agree to make available to the Borrowers a £45,000,000 revolving credit facility for the purposes set out therein as that agreement may from time to time be amended, varied, novated, supplemented or replaced including, without limitation, by the increase or extension of maturity of the facility or by any change in the identity of the Agent or any of the Lenders. "Finance Document" means the Facility Agreement, the Overdraft Facility Letter, the Overdraft Guarantee, the Intercreditor Agreement, any Transaction Security Document, any Hedging Agreement, together with any Accession Deed, any Compliance Certificate, any Fee Letter, any Resignation Letter and any Utilisation Request (each such term as defined in the Facility Agreement) and any other document designated as a "Finance Document" by the Agent and the Parent provided that where the term "Finance Document" is used in, and construed for the purposes of, the Facility Agreement or the Intercreditor Agreement, a Hedging Agreement shall be a Finance Document. "Finance Party" means the Agent, the Arranger, the Security Agent, a Lender, the Overdraft Lender or any Hedge Counterparty provided that where the term "Finance Party" is used in, and construed for the purposes of, the Facility Agreement or the Intercreditor Agreement, a Hedge Counterparty shall be a Finance Party.	
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Short particulars

"Fixed Charge Assets" means the assets of the Company described in Clause 3.1 (*Fixed Charges*) of the Debenture and in 1.1 above.

"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 26 (*Changes to the Obligors*) of the Facility Agreement.

"Hedge Counterparty" means any person which has become a Party as a Hedge Counterparty in accordance with Clause 25.8 (*Accession of Hedge Counterparties*) of the Facility Agreement which, is or has become, a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement.

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by the Parent and a Hedge Counterparty for the purpose of hedging the types of liabilities and/or risks in relation to the Facility which, at the time that that master agreement, confirmation, schedule or other agreement (as the case may be) is entered into, the Hedging Letter requires to be hedged.

"Insurances" means, in relation to a Mortgagor, all present and future contracts or policies of insurance (including life assurance policies) and all proceeds of them taken out by that Mortgagor or in which that Mortgagor from time to time has an interest.

"Intellectual Property" means all patents (including applications for and rights to apply for patents), trade marks and service marks (whether registered or not) and applications for the same, trade names, registered designs, design rights, semiconductor topography rights, database rights, copyrights, computer programs, know-how and trade secrets and all other intellectual or intangible property or rights and all licences, agreements and ancillary and connected rights relating to intellectual and intangible property including any renewals, revivals or extensions thereof and wherever in the world subsisting.

"Intercreditor Agreement" means the intercreditor agreement dated 4 December 2009 and made between, among others, the Parent, the Original Guarantors the Security Agent, the Lenders, the Arranger and the Pension Trustees.

"Inventory" means inventory, goods and merchandise, wherever located, raw materials, work-in-progress, finished goods, returned goods and materials and supplies of any kind, nature or description used in connection with a Mortgagor's business or used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise and such other specified property, and all documents of title or other documents representing them.

"Lender" means:

CONTINUATION SHEET 12

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	(a) any Original Lender; and (b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with Clause 25 (<i>Changes to the Lenders</i>) of the Facility Agreement. "Mandatory Prepayment Account" means an interest-bearing account: (a) held in London by a borrower with the Agent or Security Agent; (b) identified in a letter between the Parent and the Agent as a Mandatory Prepayment Account; (c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Agent and Security Agent; and (d) from which no withdrawals may be made by any members of the group except as contemplated by this Agreement, (as the same may be redesignated, substituted or replaced from time to time). "Material Intellectual Property" means, in relation to a Mortgagor, all Intellectual Property (if any) specified in Schedule 5 (<i>Intellectual Property</i>) of the Debenture (or, as the case may be, schedule 4 of the relevant Security Accession Deed) together with any Intellectual Property owned by such Mortgagor which is (taking into account the nature and size of that Mortgagor's business) either of material value or of potential material value or is material or potentially material to the operation of that Mortgagor's business. "Obligor" means Archant Limited or a Guarantor. "Original Lenders" means National Westminster Bank Plc and The Governor and Company of the Bank of Ireland. "Original Subsidiaries" means the companies whose respective names, registered numbers and registered offices are set out in schedule 1 (<i>the Original Subsidiaries</i>) of the Debenture. "Overdraft Facility Letter" means the overdraft facility letter in the sum of £5,000,000 from the Overdraft Lender to the Parent, amongst others, dated on 4 December 2009. "Overdraft Guarantee" means the guarantee dated 4 December 2009 pursuant to which each borrower pursuant to the Overdraft Facility Letter guarantees in favour of the Overdraft Lender the obligations of each other borrower under the Overdraft Facility Letter. CONTINUATION SHEET 13	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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

Short particulars

"Overdraft Lender" means National Westminster Bank Plc in its capacity as lender under the Overdraft Facility Letter.

"Parent" means Archant Limited.

"Pension Trustees" means John Oliver Ellison, John Anthony Foulke, Michael Brett Pollitt, Joanne Revitt, Nicholas Townsend Schiller, Peter William Swallow and Stephan John Phillips and Archant Pension & Life Assurance Scheme Trustee Limited (as the case may be).

"Property" means freehold and leasehold property wherever situate (other than any heritable property in Scotland), and includes all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same and **"Properties"** means all or any of the same, as the context requires.

"Receivables Account" means an account with the Security Agent to which the proceeds of realisation of Debts are to be paid pursuant to Clause 5.1(a) (*Debts*) of the Debenture.

"Receiver" means, in relation to any Mortgagor, any receiver and/or manager not being an administrative receiver (within the meaning of section 29(2) Insolvency Act 1986) appointed by the Security Agent pursuant to Clause 9.1 (*Appointment*) of the Debenture.

"Secured Parties" means each Finance Party from time to time party to the Facility Agreement and any Receiver or Delegate.

"Securities" means the Subsidiary Shares and any other stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe any of the same) whether marketable or otherwise and all interests (including but not limited to loan capital) in any person, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest, or otherwise in respect thereof.

"Security Accession Deed" means a deed executed by a Subsidiary of the Parent substantially in the form set out in schedule 8 (*Form of Security Accession Deed*) of the Debenture with those amendments which the Security Agent may approve or reasonably require.

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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

Short particulars

"Security Agent" means The Royal Bank of Scotland Plc in its capacity as security agent for the Secured Parties, or such other persons as may be appointed Security Agent in accordance with the terms of the Facility Agreement.

"Subsidiary Shares" means, in relation to a Mortgagor, all the shares listed against its name in schedule 4 (*Subsidiary Shares*) of the Debenture and reproduced at schedule 2 of this form (or, as the case may be, schedule 3 (*Subsidiary Shares*) of the relevant Security Accession Deed).

"Trade Marks" shall mean those registered trade marks and applications set out at Schedule 5 (*Intellectual Property*) of the Debenture.

"Transaction Security Documents" means each of the documents listed as being a Transaction Security Document in paragraph 3(f) of Part I of Schedule 2 (*Conditions Precedent*) of the Facility Agreement and any document required to be delivered to the Agent under paragraph 14 of Part II of Schedule 2 (*Conditions Precedent*) of the Facility Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents.

SCHEDULE 1

The Original Subsidiaries and Original Guarantors

Name	Registered Number	Registered Office
Archant Holdings Limited	04040110	Prospect House Rouen Road Norwich Norfolk NR1 1RE
Archant Dialogue Limited	02266514	Prospect House Rouen Road Norwich Norfolk NR1 1RE
Archant Lifestyle Plc	03550181	Prospect House Rouen Road Norwich Norfolk NR1 1RE
Archant Print Limited	04243174	Prospect House Rouen Road Norwich Norfolk NR1 1RE

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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

Short particulars

Archant Properties Limited	02562545	Prospect House Rouen Road Norwich Norfolk NR1 1RE
Archant Regional Limited	00019300	Prospect House Rouen Road Norwich Norfolk NR1 1RE
Archant Specialist Limited	03153061	Prospect House Rouen Road Norwich Norfolk NR1 1RE
East Anglian Daily Times Company Limited	02560197	Prospect House Rouen Road Norwich Norfolk NR1 1RE
Archant Life Limited	03518941	Prospect House Rouen Road Norwich Norfolk NR1 1RE
Archant Norfolk Limited	04258264	Prospect House Rouen Road Norwich Norfolk NR1 1RE
Archant Suffolk Limited	04258110	Prospect House Rouen Road Norwich Norfolk NR1 1RE
Archant Anglia (East) Limited	01397279	Prospect House Rouen Road Norwich Norfolk NR1 1RE
Archant Anglia (West) Limited	01429336	Prospect House Rouen Road Norwich Norfolk NR1 1RE
Archant Devon Limited	04258240	Prospect House Rouen Road Norwich Norfolk NR1 1RE

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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

Short particulars

Archant Somerset Limited	04258171	Prospect House Rouen Road Norwich Norfolk NR1 1RE
Archant Hertfordshire Limited	04258155	Prospect House Rouen Road Norwich Norfolk NR1 1RE
Archant North London Limited	04258174	Prospect House Rouen Road Norwich Norfolk NR1 1RE
Archant East London & Essex Limited	04258108	Prospect House Rouen Road Norwich Norfolk NR1 1RE
Archant Imaging Limited	05351198	Prospect House Rouen Road Norwich Norfolk NR1 1RE
Archant Leisure Limited	0915840	Prospect House Rouen Road Norwich Norfolk NR1 1RE
Archant Style Limited	05351064	Prospect House Rouen Road Norwich Norfolk NR1 1RE
Archant Travel Limited	05351391	Prospect House Rouen Road Norwich Norfolk NR1 1RE
Archant Community Magazines Limited	05401069	Prospect House Rouen Road Norwich Norfolk NR1 1RE
Archant France Magazines Limited	05401077	Prospect House Rouen Road Norwich Norfolk NR1 1RE

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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

Short particulars

Home Counties Newspapers Holdings Plc	01820899	Prospect House Rouen Road Norwich Norfolk NR1 1RE
Home Counties Newspapers Limited	02981040	Prospect House Rouen Road Norwich Norfolk NR1 1RE
Eastern Counties Newspapers Group Limited	00066951	Prospect House Rouen Road Norwich Norfolk NR1 1RE
Archant (Services) Limited	01537802	Prospect House Rouen Road Norwich Norfolk NR1 1RE
The Derbyshire Countryside Limited	02192311	Prospect House Rouen Road Norwich Norfolk NR1 1RE
Archant (Dormants) Limited	02784270	Prospect House Rouen Road Norwich Norfolk NR1 1RE

SCHEDULE 2

Subsidiary Shares

Company	Subsidiary	Number and Class of Shares
Archant Limited	Archant (Dormants) Limited	9,000,000 ordinary shares of £1 each
Archant Limited	Archant Charitable Trustee Company Limited	1 ordinary share of £1
Archant Limited	Archant Holdings Limited	5,320,127 ordinary shares of £1 each
Archant Limited	Archant Kent Limited	1,000 ordinary shares of £1 each

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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

Short particulars

Archant Limited	Archant (Services) Limited	10,500,000 ordinary shares of £1 each
Archant Limited	Archant Regional Limited	5,872,446 cumulative preference shares of £10 each
Archant Holdings Limited	Archant Lifestyle Plc	1,000,000 ordinary shares of £1 each
Archant Holdings Limited	Archant Print Limited	1,000,000 ordinary shares of £1 each
Archant Holdings Limited	Archant Regional Limited	16,600,630 ordinary shares of 20p each
Archant (Services) Limited	Archant Employee Benefit Trustee Company Limited	2 ordinary shares of £1 each
Archant (Services) Limited	Archant Leasing Limited	2 ordinary shares of £1 each
Archant (Services) Limited	Archant Profit Sharing Scheme Trustee Company Limited	2 ordinary shares of £1 each
Archant (Services) Limited	Archant Properties Limited	4,000,000 ordinary shares of £1 each
Archant (Dormants) Limited	Adprint Limited	100 ordinary shares of £1 each
Archant (Dormants) Limited	All Anglia Radio Limited	34,707 ordinary shares of £1 each
Archant (Dormants) Limited	Archant (Thorpe) Limited	3,600,000 ordinary shares of £1 each
Archant (Dormants) Limited	City Recorder Newspapers Limited	10,000 ordinary shares of £1 each
Archant (Dormants) Limited	Cornwall Life Limited	2 ordinary shares of £1 each
Archant (Dormants) Limited	East Anglian Daily Times Company Limited	5,000,000 ordinary shares of £1 each
Archant (Dormants) Limited	Eastern Counties Newspapers Limited	2,002 ordinary shares of £1 each

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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

Short particulars

Archant Limited	(Dormants)	Eastern Evening News Limited	120,268 ordinary shares of £1 each
Archant Limited	(Dormants)	ECNews Limited	100 ordinary shares of £1 each
Archant Limited	(Dormants)	ECNG Investment Co Limited	2 ordinary shares of £1 each
Archant Limited	(Dormants)	Enterprise Radio Limited	100 ordinary shares of £1 each
Archant Limited	(Dormants)	France Magasin Limited	277,000 A ordinary shares of £1 each 19,670 B ordinary shares of £1 each
Archant Limited	(Dormants)	Hackney Gazette Limited	42,004 ordinary shares of £1 each
Archant Limited	(Dormants)	J H Publishing Limited	10 ordinary shares of £1 each
Archant Limited	(Dormants)	Life Exhibitions Limited	100 ordinary shares of £1 each
Archant Limited	(Dormants)	London Recorder Newspapers Limited	102,000 ordinary shares of £1 each
Archant Limited	(Dormants)	Loyalty & Conquest Communications Limited	50 A ordinary shares of £1 each 50 B ordinary shares of £1 each 150 non-voting ordinary shares of £1 each
Archant Limited	(Dormants)	Mid-Anglia Newspapers Limited	277,000 A ordinary shares of 10p each 19,670 B ordinary shares of 10p each
Archant Limited	(Dormants)	Norfolk News Company Limited	2 ordinary shares of £1 each

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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

Short particulars

Archant Limited (Dormants)	North Devon Gazette and Advertiser Limited	100 ordinary shares of £1 each
Archant Limited (Dormants)	North London News Limited	500,000 ordinary shares of £1 each
Archant Limited (Dormants)	Norwich Mercury Company Limited	160 ordinary shares of £50 each
Archant Limited (Dormants)	Oyston Publications Limited	50 A ordinary shares of £1 each 50 B ordinary shares of £1 each 5 non-voting ordinary shares of £1 each
Archant Limited (Dormants)	P. Scrogie Limited	10,200 ordinary shares of £1 each
Archant Limited (Dormants)	Printel Limited	100 ordinary shares of £1 each
Archant Limited (Dormants)	Sussex Life Limited	100 ordinary shares of £1 each
Archant Limited (Dormants)	The Anglia Advertiser Limited	2 ordinary shares of £1 each
Archant Limited (Dormants)	The Yarmouth Mercury Limited	2,000 ordinary shares of £1 each
Archant Limited (Dormants)	W.B. Frampton & Sons Limited	15,000 ordinary shares of £1 each
Archant Lifestyle Plc	The Derbyshire Countryside Limited	4,449,999 ordinary (voting) shares of £1 each 250,000 non-voting ordinary shares of £1
Archant Lifestyle Plc and Archant Regional Limited	The Derbyshire Countryside Limited	1 ordinary (voting) share of £1
Archant Lifestyle Plc	Archant Life Limited	50,000 ordinary shares of £1 each

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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

Short particulars

Archant Lifestyle Plc	Archant Dialogue Limited	2,000 ordinary shares of £1 each
Archant Lifestyle Plc	Archant Specialist Limited	8,000,000 ordinary shares of £1 each
Archant Lifestyle Plc	Home Counties Newspapers Holdings Plc	10,228,749 ordinary shares of £1 each
Archant Limited Regional	Home Counties Newspapers Holdings Plc	2,692 ordinary shares of 25p each
Archant Limited Regional	Archant Anglia (East) Limited	1,000 ordinary shares of £1 each
Archant Limited Regional	Archant Anglia (West) Limited	1,080 ordinary shares of £1 each
Archant Limited Regional	Archant Central Scotland Limited	100 ordinary shares of £1 each
Archant Limited Regional	Archant Devon Limited	100 ordinary shares of £1 each
Archant Limited Regional	Archant East London & Essex Limited	1,000 ordinary shares of £1 each
Archant Limited Regional	Archant Hertfordshire Limited	1,000 ordinary shares of £1 each
Archant Limited Regional	Archant Norfolk Limited	1,000 ordinary shares of £1 each
Archant Limited Regional	Archant North East Scotland Limited	100 ordinary shares of £1 each
Archant Limited Regional	Archant Suffolk Limited	100 ordinary shares of £1 each
Archant Limited Regional	Archant Somerset Limited	100 ordinary shares of £1 each
Archant Limited Regional	Archant North London Limited	100 ordinary shares of £1 each
Archant Limited Regional	Life Publishing Limited	100 ordinary shares of £1 each

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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

Short particulars

Archant Limited	Specialist	Archant Imaging Limited	1,370,100 ordinary shares of £1 each
Archant Limited	Specialist	Archant Leisure Limited	990,100 ordinary shares of £1 each
Archant Limited	Specialist	Archant Style Limited	2,010,100 ordinary shares of £1 each
Archant Limited	Specialist	Archant Travel Limited	670,100 ordinary shares of £1 each
Archant Limited	Specialist	Bulldog Magazines Limited	45,454 ordinary shares of £1 each
Archant Limited	Specialist	The British Connection, Inc	4 USD common shares
Archant Limited	Specialist	Romsey Publishing Group Limited	100 ordinary shares of £1 each
Romsey Publishing Group Limited	Publishing	Romsey Publishing Company Limited	100 ordinary shares of £1 each
Home Counties Newspapers Plc	Holdings	Community Media Limited	25,000 ordinary shares of £1 each
Home Counties Newspapers Plc	Holdings	Eastern Counties Newspapers Group Limited	80,000 ordinary shares of £1 each
Home Counties Newspapers Plc	Holdings	Home Counties Newspapers Limited	2 ordinary shares of £1 each
Archant Life Limited		Advent Media Limited	91,334 ordinary shares of £1 each
Archant Life Limited		Angel Magazines Limited	300,000 ordinary shares of £1 each
Archant Life Limited		Archant Community Magazines Limited	28,500,000 ordinary shares of £1 each
Archant Life Limited		Archant France Magazines Limited	4,860,001 ordinary shares of £1 each
Archant Life Limited		The Resident Limited	1 ordinary share of £1

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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

Short particulars

Archant Life Limited	Archant Urban Publications Limited	100,000 ordinary shares of £1 each
Archant Life Limited	Grove Magazine Ltd	1 ordinary share of £1
Archant Life Limited	French Property News Limited	2 ordinary shares of £1 each
Archant Life Limited	Rise Magazine Limited	100,000 ordinary shares of £1 each
Archant Life Limited	Seaprize Limited	2 ordinary shares of £1 each
Archant Life Limited	The Living Edge Magazine Limited	100 ordinary shares of £1 each
Archant Life Limited	Picture House Publishing Limited	100 ordinary shares of £1 each
Archant Life Limited	Weddinglink Limited	100 ordinary shares of £1 each 50 A ordinary shares of £1 each
Archant Life Limited	Westside Magazines Limited	1 ordinary share of £1
The Resident Limited	JIR Limited	100,000 ordinary share of £1 each
Archant Urban Publications Limited	Blackheath Newspapers Limited	100 ordinary shares of £1 each
Archant Urban Publications Limited	SOS Data Ltd	100 ordinary shares of £1 each

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4040110
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 4 DECEMBER
2009 AND CREATED BY ARCHANT HOLDINGS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO THE SECURED PARTIES OR ANY OF THEM ON
ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 11 DECEMBER
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 DECEMBER
2009

DX
[Signature]



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES