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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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

583176/182

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

4111

02684328

Name of company

01745

* Access Solutions (UK) Limited (the "Company")

Date of creation of the charge

5 September 2008

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

Debenture made between the Company and the Security Trustee (as defined below) (the "Deed")

Amount secured by the mortgage or charge

All present and future moneys, obligations and liabilities, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, owed by the Obligors to any one or more of the Finance Parties under or in connection with any one or more of the Finance Documents together with all costs, charges and expenses incurred by the Security Trustee or any Finance Party in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents (or any of them) ("Secured Obligations")

Please refer to the original Deed for definitions of the defined terms

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

Bank of Scotland plc as agent and trustee for the Finance Parties (the "Security Trustee") whose registered office is at The Mound, Edinburgh (Company Number SC327000)

Postcode

Presentor's name address and reference (if any)

Wragge & Co LLP
55 Colmore Row
Birmingham
B32AS

1994457/CAG/SAG1

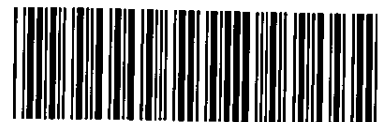
Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

SATURDAY



AD97X3AD

A16

20/09/2008

201

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1 The Company with full title guarantee charges in favour of the Security Trustee as continuing security for the payment and discharge of the Secured Obligations

- (a) by way of first legal mortgage, the Real Property (if any),
- (b) by way of first fixed charge, any Real Property now or at any time after the date of the Deed belonging to the Company (other than any property charged under Clause 3 1(a) in the Deed, as described in 1 1 (a) above),
- (c) by way of first fixed charge, all plant, machinery, vehicles, computers, office and other equipment owned by the Company, both present and future,
- (d) by way of first fixed charge all present and future bank accounts, cash at bank and credit balances of the Company with any Account Bank, bank or other person and all rights relating or attaching to them (including the right of interest) and all Related Rights,
- (e) by way of first fixed charge, all present and future Receivables,
- (f) by way of first fixed charge, all present and future Investments,
- (g) by way of first fixed charge, all present and future Intellectual Property,
- (h) by way of first fixed charge, the goodwill of the Company,
- (i) by way of first legal mortgage, its uncalled capital both present and future,
- (j) by way of first fixed charge (to the extent not effectively assigned under Clause 3 4 in the Deed, as described under clause 1 3 below), all rights and interest in and claims under all Insurance Policies and (save where prohibited by the relevant terms of the contract) the benefit of all rights and claims to which the Company is entitled under any contracts,
- (k) by way of fixed charge, the benefits of all licences, consents and authorisations held in connection with its business or the use of any Charged Property, and the right to any compensation in respect of any of them,

Please see continuation sheet 1

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)

Nil

Signed

Wragge & Co LLP

Date

17.9.08

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)

Notes

† delete as appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
 for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

Continuation Sheet 1

Company Name – Access Solutions (UK) Limited

Company Number – 02684328

(I) by way of first floating charge, the whole of the Company's undertaking, assets, property and rights, present and future including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland, other than any assets validly and effectively mortgaged, charged or assigned (whether at law or in equity) by the Deed (the "**Floating Charge Property**")

1 2 Qualifying Floating Charge

Paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to any floating charge created by the Deed

1 3 Security Assignment

The Company with full title guarantee assigns to the Security Trustee as continuing security for the payment and discharge of the Secured Obligations all of its rights, title, interest and benefit from time to time in and to

- (a) the Insurance Policies,
- (b) the Investments, and
- (c) the Receivables

To the extent that any such right, title and interest described in Clause 3 4 (*Security Assignment*) in the Deed, as described in 1 3 above, is not assignable or capable of assignment

- (a) the assignment purported to be effected by Clause 3 4 (*Security Assignment*) in the Deed, as described in 1 3 above, shall operate as an assignment of any and all damages, compensation, remuneration, profit, rent or income which the Company may derive therefrom or be awarded or entitled to in respect thereof, with full title guarantee as continuing security for the payment, discharge and performance of the Secured Obligations, and
- (b) the Company shall hold the benefit of any such right, title and interest on trust for the Security Trustee

1 4 Negative Pledge

The Company shall not create or permit to subsist any Security over any of the Charged Property, other than security permitted under the Finance Documents

Save as specifically permitted by the Finance Documents, the Company shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, discount, factor, transfer, assign, lease, lend or otherwise dispose of any of the Charged Property other than the Floating Charge Property in the ordinary course of trading on an arms length basis

Please refer to the original deed for definitions of the capitalised terms where not defined in this form



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2684328
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 5
SEPTEMBER 2008 AND CREATED BY ACCESS SOLUTIONS (UK)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE OBLIGORS TO ANY ONE OR MORE OF THE
FINANCE PARTIES 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 20 SEPTEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 SEPTEMBER
2008



Companies House
— for the record —

P. Noel



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES