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Please do not
write in
this marginPlease complete
legibly, preferably
in black type, or
bold block lettering* insert full name
of Company

COMPANIES FORM No. 395

709150/13

395

Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

3

Company number

03240928

Name of company

* Cognotec UK Limited

Date of creation of the charge

30/5/2008

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

A Mortgage Debenture dated 30/5/2008

Amount secured by the mortgage or charge

All monies, obligations and liabilities now or hereafter due, owing or incurred by it to the Lender or any
of the same under the Deed of Accession or the debenture when the same become due for payment
or discharge (the "Secured Obligations")

For definitions in this Companies Form No. 395 see the schedule attached

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

Syndicated Capital Investments Limited

(the "Lender")

Postcode

Presenter's name address and
reference (if any)Dorsey & Whitney
21 Wilson Street
London EC2M 2TDFor official Use (02/06)
Mortgage Section

Post room

Time critical reference

TUESDAY



LD2

LM87H09F

03/06/2008

COMPANIES HOUSE

53

Short particulars of all the property mortgaged or charged

See attached schedule

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

John A Byrne

Date

2/6/8

On behalf of [company] ~~[mortgagee/chargee]~~[†]

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge
(See Note 5)*

[†] delete as
appropriate

Notes

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

COGNOTEC UK LIMITED

COMPANY NUMBER 03240928

SCHEDULE TO COMPANIES FORM No.395

1. Definitions

“Account Bank” means a bank or other financial institution with which the Designated Account is maintained from time to time,

“Administrator” means one or more administrators appointed, or to be appointed, under the debenture,

“Ancillary Covenants” means all covenants, agreements, undertakings, warranties, bonds, guarantees, indemnities and other agreements the benefit of which is now or hereafter vested in a Chargor in respect of the design, construction, fit-out or maintenance of any building, structure or erection now or hereafter on the Secured Property or of any roads, footpaths or utilities for services now or hereafter abutting or serving the Secured Property or the taking in charge thereof or the paying or any charge or levy in respect thereof,

“Book Debts” means book and other debts or any nature whatsoever including, without limitation, any amounts from time to time standing to the credit of the bank or other account and the benefit of all negotiable instruments, rights, encumbrances, guarantees and indemnities of any nature whatever now or at any time hereafter enjoyed or held in relation thereto,

“Compensation Rights” means all present and future rights of the Chargors to be paid or receive compensation by reason of any compulsory acquisition requisitioning or other exercise of compulsory powers in relation to the Secured Property or any refusal withdrawal or modification of planning permission or approval relative thereto or any control or limitation imposed upon or affecting the use of the Secured Property,

“Contracts” means the Contracts specified in Schedule 6 of the debenture (*The Contracts*) as from time to time modified, amended, varied, supplemental or novated with the full benefit of all negotiable or non-negotiable instruments, guarantees, indemnities, debentures, mortgages, charges, liens and other security in respect of the same,

“Deed of Accession” means a deed substantially in the form of Schedule 7 of the debenture (*Form of Deed of Accession*),

“Designated Account” has the meaning given in clause 9(s) of the debenture (*pay proceeds into Designated Accounts*),

“Enforcement Event” means any event, howsoever described, specified in any of the Finance Documents or in the debenture as an event upon the occurrence of which the Lender becomes entitled to call for early repayment of all or any of the Secured Liabilities or to call for the provision of full or partial cash collateral in respect of any of the Secured Liability which are at such time contingent or any failure by any Company to pay or repay on demand all or any of the Secured Liabilities which are so payable,

“Finance Documents” means the Loan Agreement and the Security Documents and each other document from time to time designed a “Finance Document” by the Parent and the Lender,

“First Creditor” means Barclays Bank PLC and its successors and assigns,

“First Ranking Security” means the first ranking security created pursuant to a debenture made in favour of Barclays Bank Ireland plc in respect of the assets of each Chargor as described therein as a condition to the availability of the Original Facility,

“Insolvency Event”, in relation to a person, means

- (a) the dissolution, liquidation, provisional liquidation, examinership, administration, administrative receivership or receivership of that person or the entering into by that person of a voluntary arrangement or scheme of arrangement with creditors,
- (b) any analogous or similar procedure in any jurisdiction other than England, or
- (c) any other form of procedure relating to insolvency, reorganisation or dissolution in any jurisdiction,

“Insolvency Legislation” means

- (a) the Insolvency Act 1986 and secondary legislation made under it, and
- (b) any other primary or secondary legislation in England from time to time relating to insolvency or reorganisation,

“Insurances” means all insurance policies now or hereafter taken out by the Chargors or the benefit of which is now or hereafter enjoyed or held by the Chargors (whether pursuant to the covenant contained in the debenture or otherwise) and all monies from time to time receivable thereunder including all returns of premium,

“Intellectual Property” means patents (including applications, improvements, prolongations, extensions and rights to apply therefor), designs (whether registered or unregistered), copyrights, design rights, trade marks, know how formulae, drawings, utility models, database rights, technical information, inventions, confidential information, trade secrets and computer software programs and systems, both source and object code (including the benefit of any licences or consents relating to any of the above), goodwill and all other intellectual property and rights of a similar or corresponding nature in any part of the world, whether registered or not, or capable of registration or not, and including all applications and the rights to apply for any of the foregoing rights and all fees, royalties or other rights derived therefrom and incidental thereto in any part of the world,

“Legal Mortgages and Security Agreements”

- (a) **Freehold unregistered land** grants and conveys unto the Lender so much of the Scheduled Property as is of freehold tenure (save any part the ownership whereof is registered or is in the course of being registered in the Land Registry but including any part thereof which is held additionally for any other freehold estate or interest) to hold the same unto and to the use of the Lender in fee simple, and
- (b) **Leasehold unregistered land** demises unto the Lender so much of the Scheduled Property as is of leasehold tenure (save any part thereof the leasehold ownership whereof is registered or is in the course of being registered in the Land registry but including any part thereof which is held additionally for any other leasehold tenure estate or interest) to hold the same unto the Lender for all the residue of the term of respective terms of years for which it holds the same less the last day of such term or terms, and
- (c) **Registered land** charges unto the Lender so much of the Scheduled Property the ownership whereof, or in the case of leasehold property the leasehold interest whereof, is registered or is in course of being registered in the Land Registry with payment of the

Secured Liabilities and it assents to the registration of this charge as a burden on all the property affected thereby, and

- (d) **Share mortgage** mortgages and charges unto the Lender the Secured Shares, and
- (e) **Security assignments** assigns unto the Lender
 - (i) the Ancillary Covenants, and
 - (ii) the Compensation Rights, and
 - (iii) all its right title and interest in and to and the full benefit of the Contracts, andin each case to hold the same unto the Lender absolutely

“Licences” means

- (a) all licences presently held or hereafter acquired by each Chargor (or its nominee) in connection with any business carried on by that Chargor or the user of any of the Secured Assets, and
- (b) the benefit of the full right to recover and receive all compensation which may at any time become payable to it (or its nominee) on account of the non-renewal of any such licence,

“Loan Agreement” means the facility agreement dated [] 2008 and made between the Parent, the companies named therein as Remaining Shareholders, and the Lender and any and each other agreement or instrument supplementing or amending it,

“Obligor” means each of the parties to the composite guarantee and indemnity made between the Parent and others in favour of the Lender on or about the date hereof and **“Obligor”** means any one of them,

“Other Intellectual Property” means (other than the Scheduled Intellectual Property) all patents (including renewals, extensions, derivations and modifications) designs, copyrights, design rights, trade marks and service marks, trade and business names, know how, formulae, inventions, utility models, database rights, technical information, confidential information, trade secrets and computer software programs and systems, both source and object code (including the benefits of any licences or consents relating to any of the above), goodwill and all other intellectual property and rights of a similar or corresponding nature in any part of the world, whether registered or not, or capable of registration or not, and including all applications and the right to apply for any of the foregoing rights, now or at any time hereafter belonging to or acquired by or licensed to the Chargors or any of them or to which any Chargor is or may at any time hereafter become entitled and including the benefit of any licenses or consents relating to any of the above, and all fees, royalties or other rights derived therefrom, incidental thereto or relating to the use or exploitation of any of the aforementioned rights,

“Other Property” means all freehold, leasehold or commonhold land and other immovable property, other than the Scheduled Property, now or at any time hereafter belonging to or for any estate or interest vested in any Chargor together with all rights, liberties, powers, easements, quasi easements and appurtenances (in each case of whatever nature) attached or appurtenant thereto and all buildings, erections, fixtures, fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time therein or thereon,

“Other Shares” means all stocks, shares, debentures, bonds, warrants, coupons or other securities or investments (Other than the Scheduled Shares) now or in the future owned by any Chargor or (when used in relation to a particular Chargor) that Chargor,

"Plant and Machinery" means all the plant and equipment listed in Schedule 5 of the debenture (*The Plant and Machinery*) and all other plant, machinery, vehicles, furniture, fittings, computers and office and other equipment, utensils and chattels of whatever nature and wherever situate of the Chargors both present and future but excluding any of the same for the time being forming part of the Chargors' stock-in-trade or work in progress,

"Receiver" means a receiver appointed, or to be appointed, under the debenture,

"Related Rights" means, in relation to the Secured Shares, all dividends, interest and other distributions paid or payable after the date hereof on all or any of the Secured Shares and all stocks, shares, securities (and the dividends or interest thereon), rights, monies or property accruing or offered at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any of the Secured Shares or in substitution or exchange for any of the Secured Shares,

"Scheduled Intellectual Property" means the Intellectual Property, if any, specified in Schedule 4 of the debenture (*The Scheduled Trade Marks*) (or, as the case may be, in the schedule to any Deed of Accession) or, when used in relation to a particular Chargor, such of that Intellectual Property as is owned by it at the relevant time,

"Scheduled Property" means

- (a) the property described in Schedule 2 of the debenture (*The Scheduled Property*) (or, as the case may be, in the schedule to any Deed of Accession), or when used in relation to a particular Chargor, such of the properties described in Schedule 2 (or, as the case may be, in the schedule to any Deed of Accession) as is owned by it at the relevant time,
- (b) a Chargor's interest in any other freehold, leasehold or commonhold land, and
- (c) in each case together with all rights, liberties, powers, easements, quasi easements and appurtenances (of whatever nature) attached or appurtenant thereto and all buildings, erections, fixtures, fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time therein or thereon,

"Scheduled Shares" means all shares specified in Schedule 3 of the debenture (*The Scheduled Shares*) (or, as the case may be, in the schedule to any Deed of Accession), or, when used in relation to a particular Chargor, such of those shares as are listed under its name in Schedule 3 (or, as the case may be, in the schedule to any Deed of Accession),

"Secured Assets" means all assets, rights, property and revenues of each Chargor and subject to any security created or expressed or intended to be created by or pursuant to the debenture and where the context so permits any reference to the "Secured Assets" includes a reference to any of them,

"Secured Intellectual Property" means the Scheduled Intellectual Property and the Other Intellectual Property,

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to the Lender under pursuant to or in connection with each or any of the Finance Documents in each case together with all costs, charges and expenses incurred by the Lender in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents or any other document evidencing or securing any such liabilities and where the context so permits any reference to the "Secured Liabilities" includes a reference to any of them,

“Secured Property” means the Scheduled Property and the Other Property or, when used in relation to a particular Chargor, such of the Scheduled Property and the Other Property as is owned by it,

“Secured Shares” means the Scheduled Shares and the Other Shares together with all Related Rights in respect thereof or, when used in relation to a particular Chargor such of the Scheduled Shares and the Other Shares as are held by it (or a nominee on its behalf) together with all Related Rights in respect thereof at the relevant time,

“Security Documents” means each of the documents listed in Part 2 of Schedule 1 of the debenture (*Security Documents*) and each other document from time to time designated a “Security Document” by the Parent and the Lender,

“Security Interest” includes any mortgage, charge, pledge, lien or other security interest and any other agreement or arrangement having substantially the same economic effect,

“Specified Rate” means at any time, a rate determined in accordance with the default interest provisions of the Loan Agreement, and

“Subsidiary” has the same meaning as in Section 736 of the Companies Act 1985

2. Charges

Property subject to a Fixed Charge

- (a) the Scheduled Property, and
- (b) any future estate or interest which it may from time to time hereafter acquire in the Scheduled Property, and
- (c) the Other Property, and
- (d) the Designated Accounts and all monies (including interest) from time to time standing to the credit thereof and the debts represented thereby, and
- (e) the Plant and Machinery, and
- (f) the Book Debts, and
- (g) (to the extent that they are not otherwise subject to fixed security under the debenture) the Insurances, and
- (h) its present and future goodwill, and
- (i) its present and future uncalled capital, and
- (j) the Secured Intellectual Property, and
- (k) the Licences, and
- (l) any beneficial interest, claim or entitlement of it to any asset of any pension scheme, and
- (m) (to the extent that they are not subject to the assignments set forth in clause 3 1(e)) the Contracts

Property subject to a Floating Charge

Charges unto the Lender by way of second floating charge all its undertaking property and assets whatsoever and wheresoever situate in the world both present and future not effectually subject to any legal mortgage, security assignment or fixed charge hereby created or evidenced



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 3240928
CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE DATED
30 MAY 2008 AND CREATED BY COGNOTEC UK LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO SYNDICATED CAPITAL INVESTMENTS LIMITED
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 3 JUNE 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 JUNE 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES