

# M

CHWP000

COMPANIES FORM No. 403a

## Declaration of satisfaction in full or in part of mortgage or charge

# 403a

Please do not  
write in  
this margin

Pursuant to section 403(1) of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold block letteringTo the Registrar of Companies  
(Address overleaf)

For official use

Company number

3

3650246

Name of company

\* insert full name  
of company

\*ACN European Services Ltd

I, Constantijn. H. Schumacher

of Delflandlaan 4, 1062 EB Amsterdam, The Netherlands

† delete as  
appropriate

[a director][~~the secretary~~][~~the administrator~~][the administrative receiver]† of the above company, do  
solemnly and sincerely declare that the debt for which the charge described below was given has been  
paid or satisfied in **[full]**~~[part]~~

# insert a description  
of the instrument(s)  
creating or  
evidencing the  
charge, eg  
'Mortgage',  
'Charge',  
'Debenture' etc

Date and description of charge # 30-11-2001, Debenture

Date of registration ø 12-12-2001

Name and address of [chargee][trustee for the debenture holders]†

Textron Financial Corporation

ø the date of  
registration may be  
confirmed from the  
certificate

Short particulars of property charged § Accounts receivables, Bank account balances.

§ insert brief details  
of property

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the  
provisions of the Statutory Declarations Act 1835.

Declared at Amsterdam

Declarant to sign below

Day Month Year

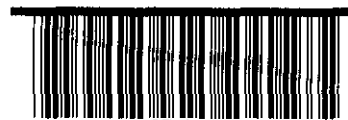
on 2 6 0 2 2 0 0 4

before me

*Hilbrandt*  
A Commissioner for Oaths or Notary Public or Justice of  
the Peace or a Solicitor having the powers conferred on a  
Commissioner for Oaths.

Presentor's name address and  
reference (if any) :

Constantijn .H. Schumacher  
Director ACN European Services  
Ltd, Delflandlaan 4, 1062 EB,  
Amsterdam, The Netherlands

For official Use (02/00)  
Mortgage SectionA38  
COMPANIES HOUSE0699  
18/03/04A42  
COMPANIES HOUSE0212  
05/03/04



Seen by me, Eveline Katrien Elisabeth Labohm, prospective civil-law notary, residing in Leiden, the Netherlands, acting as legal substitute (*waarnemer*) for Hajo Bart Hendrik Kraak, civil-law notary in Amsterdam, the Netherlands, for the legalization of the signature of Mr. C.H. Schumacher, holder of a Dutch Passport with number NF5387414.

Amsterdam, 3 March 2004.



TO -22-TAM-2004 13:54

RAMADA HOTEL AIRPORT

F. NRO: +358 9 41575800

S. 006

22/01 2004 THU 12:22 FAX

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DRAFT 15/01/04

[ January 2004

**DEED OF RELEASE**

between

**ACN EUROPEAN SERVICES LIMITED**

and

**TEXTRON FINANCIAL CORPORATION**

Conder Brothers  
60 Cannon Street  
London EC4N 6JP

LONDON 1472951

22-Jan-04 12:36P

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THIS DEED OF PARTIAL RELEASE is made on January 2004 by:

- (1) ACN EUROPEAN SERVICES LIMITED, a company incorporated in England with registered number 3650246 and with its registered office at 17<sup>th</sup> Floor, Royex House, Aldermanbury Square, London EC2V 7HR (the "Company"); and
- (2) TETRON FINANCIAL CORPORATION, a company incorporated in the State of Delaware, United States of America with an address at 11575 Great Oaks Way, Suite 210, Alpharetta GA 30022, United States of America (the "Lender").

**WHEREAS**

- (A) Pursuant to a debenture dated 30<sup>th</sup> November 2001 (the "Debenture"), the Company, as security for its obligations to the Lender under a Loan Agreement dated 29<sup>th</sup> November 2001 (the "Agreement"), granted certain fixed and floating charges over its assets to the Lender.
- (B) The Lender has agreed, in consideration of the Company satisfying in full all of its obligations under the Agreement, to release the Company from its obligations to the Lender under the Debenture and to release all of the Company's property from the charges created by the Debenture.

**NOW THIS DEED WITNESSES** as follows

**1 RELEASE OF SECURITY INTERESTS**

The Lender absolutely, irrevocably and unconditionally releases and discharges:

- (a) the Company from all of its obligations to the Lender under the Debenture; and
- (b) each security interest created in its favour by the Debenture.

**2 NON-CRYSTALLISATION**

The Lender confirms that so far as it is aware (a) no event has occurred which has rendered enforceable any security interest created by the Debenture and (b) none of the floating charges contained therein have crystallised.

**3 FURTHER ASSURANCE**

The Lender shall at the request of the Company (and at the Company's cost) do or execute or procure to be done or executed all such acts, documents, deeds and things as may be necessary to give effect to the terms of this Deed.

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**4 COUNTERPARTS**

This Deed may be executed in any number of counterparts and by different parties on separate counterparts, each of which when so executed and delivered shall be an original, but all counterparts shall together constitute one and the same instrument.

**5 GOVERNING LAW**

This Deed shall be governed by and construed in accordance with the laws of England.

**6 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

No term of this Deed is enforceable by a person who is not a party to this Deed.

**7 EFFECT AS A DEED**

This Deed is intended to take effect as a deed notwithstanding that a party to this deed may have executed it under hand only.

IN WITNESS where of this Deed has been duly executed the day and year first before written.

EXECUTED and DELIVERED as a DEED by )  
ACN EUROPEAN SERVICES LIMITED )

By: 

Title: CHIEF OPERATING OFFICER  
JANUARY 22, 2004

By:

Title: \_\_\_\_\_

EXECUTED and DELIVERED as a DEED by )  
TEXTRON FINANCIAL CORPORATION )

By: \_\_\_\_\_

Title: \_\_\_\_\_

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EXECUTED and DELIVERED as a DEED by )  
ACN EUROPEAN SERVICES LIMITED )

By: Title: Chief Operating Officer  
January 22, 2004By: Title: Chief Financial Officer

EXECUTED and DELIVERED as a DEED by )  
TEXTRON FINANCIAL CORPORATION )

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXECUTED and DELIVERED as a DEED by    )**  
**ACN EUROPEAN SERVICES LIMITED        )**


By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXECUTED and DELIVERED as a DEED by    )**  
**TEXTRON FINANCIAL CORPORATION        )**

By:  Jeffrey A. Martin

Title: Assistant Vice President



**22 January 2004**

**DEED OF RELEASE**

**between**

**ACN EUROPEAN SERVICES LIMITED**

**and**

**TEXTRON FINANCIAL CORPORATION**

Coudert Brothers  
60 Cannon Street  
London EC4N 6JP

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