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CHFP014

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in black type, or  
bold block lettering

\* insert full name  
of company

## COMPANIES FORM No. 395

## Particulars of a mortgage or charge

# 395

A fee of £10 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 5)

Name of company

\* **DAMOVO CORPORATE SERVICES LIMITED (the "Company")**

Date of creation of the charge

**11/06/2004**

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

**Debenture made between the Company and the Security Agent (as defined below)  
(the "Debenture")**

Amount secured by the mortgage or charge

**See Appendix 1 attached**

**For definitions in this Companies Form No. 395 see Appendix 2 attached**

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

**Apax Europe IV G.P. Co. Limited c/o Apax Partners Limited, 15 Portland Place, London,  
as trustee for and on behalf of the Lenders (the "Security Agent")**

Postcode **W1B 1PT**

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

**Latham & Watkins  
99 Bishopsgate  
London EC2M 3XF  
Ref. ATCM**

Time critical reference

For official Use  
Mortgage Section

Post room



LD6  
COMPANIES HOUSE

\*LGILMWE\*

0460  
30/06/04

See Appendix 3 attached

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in black type, or  
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Particulars as to commission allowance or discount (Note 3)

None

A fee of £10 is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge.  
(See Note 5)

Signed

*Latham & Watkins*

Date

*30/06/2004*

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

† 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 situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debentures", "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 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

**Amount secured by the mortgage or charge (continued)**

**APPENDIX 1 TO COMPANIES FORM NO. 395**

**COMPANY NUMBER: 04134744**

**COMPANY NAME: DAMOVO CORPORATE SERVICES LIMITED**

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*Amount secured by the mortgage or charge:*

All obligations and liabilities (whether actual or contingent and whether owed jointly or severally and whether as principal or surety or in any other capacity whatsoever) of the Company or any Obligor to the Lenders (or any of them) at the date of the Debenture or thereafter under or in relation to any one or more of the Apax Finance Documents together with all costs, charges and expenses incurred by any Lender in connection with the protection, preservation or enforcement of its rights under the Apax Finance Documents on a full indemnity basis provided that no obligation or liability shall be included in the definition of **"Secured Obligations"** to the extent that, if it were so included, the Security (or any part thereof) created or any other provision of the Debenture would be unlawful or prohibited by any applicable law (the **"Secured Obligations"**).

## Definitions

### APPENDIX 2 TO COMPANIES FORM NO. 395

**COMPANY NUMBER: 04134744**

**COMPANY NAME: DAMOVO CORPORATE SERVICES LIMITED**

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#### *Definitions:*

Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa:

**“Acceding Borrower”** means any company which has become an Acceding Borrower in accordance with Clause 30 of the Apax Facilities Agreement (*Acceding Borrower*).

**“Acceding Guarantor”** means any company which has become an Acceding Guarantor in accordance with Clause 31 of the Apax Facilities Agreement (*Acceding Guarantor*).

**“Accession Certificate”** means a Borrower Accession Certificate, a Guarantor Accession Certificate.

**“Account Bank”** means, prior to the Senior Discharge Date and the Mezzanine Discharge Date (as each capitalised term is defined in the Intercreditor Agreement), the Senior Security Agent or such other bank or financial institution as the Senior Security Agent may approve from time to time and thereafter, any other bank or financial institution as the Security Agent may approve from time to time.

**“Accounts”** means all accounts maintained by the Company with any bank or other financial institution.

**“Apax Facilities Agreement”** means the term and revolving liquidity facility agreement dated on or about 14 May, 2004 (as amended from time to time) made between inter alia, the Parent, Apax Europe IV G.P. CO. Limited as **“Apax Agent”**, the Security Agent and the Apax entities named therein as Lenders.

**“Apax Finance Documents”** means:

- (a) The Apax Facilities Agreement, any Accession Certificate and any Transfer Certificate;
- (b) the Security Documents;
- (c) the Intercreditor Agreement;
- (d) any other agreement or document entered into pursuant to the Apax Facilities Agreement by any Obligor; and
- (e) any other agreement or document designated a “Apax Finance Document” in writing by the Apax Agent.

## Definitions

### APPENDIX 2 TO COMPANIES FORM NO. 395

**COMPANY NUMBER: 04134744**

**COMPANY NAME: DAMOVO CORPORATE SERVICES LIMITED**

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**“Assigned Account”** means:

- (a) any Collateral Account;
- (b) the Accounts identified in Part V of Schedule 1 of the Debenture (*Assigned Accounts*), as the same is set out in Appendix 5 attached hereto, and any renewal or redesignation thereof; and
- (c) any other Account that may from time to time be designated in writing by the Security Agent as one in respect of which the Deposits shall be Assigned Deposits.

**“Assigned Deposits”** means the Deposits relating to the Assigned Accounts.

**“Borrower Accession Certificate”** means a duly completed deed of accession substantially in the form set out in Schedule 6 of the Apax Facilities Agreement (*Form of Borrower Accession Certificate*) or such other form as the Apax Agent and the Borrower shall agree.

**“Borrowers”** means the Original Borrower and each Acceding Borrower unless it has ceased to be a Borrower in accordance with Clause 30 of the Apax Facilities Agreement (*Acceding Borrower*) and **“Borrower”** means any one of them, as the context requires.

**“Charged Assets”** means all assets, rights and property (including real property) of the Company from time to time being the subject of the Security.

**“Collateral Account”** means, prior to the Senior Discharge Date and the Mezzanine Discharge Date (as each capitalised term is defined in the Intercreditor Agreement), each Account maintained with the Account Bank in accordance with the terms of the First Ranking Debenture and thereafter, as the Security Agent may from time to time designate in writing as an Account into which the proceeds of the getting in and realisation of the Company’s assets referred to in Clause 9.3(b) of the Debenture (*Accounts, Book Debts and Receipts*) are to be paid.

**“Deposit”** means all sums from time to time standing to the credit of an Account including all interest credited to such Account, and the Company’s right title and interest in and to the indebtedness represented by such sums.

**“Encumbrance”** means:

- (a) any mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person;

## Definitions

### APPENDIX 2 TO COMPANIES FORM NO. 395

**COMPANY NUMBER: 04134744**

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- (b) any arrangement under which money or claims to, or the benefit of, a bank or other account may be applied, set-off or made subject to a combination of accounts so as to effect payment of sums owed or payable to any person; or
- (c) any other type of preferential arrangement (including title transfer and retention arrangements) having a similar effect.

**"Financial Indebtedness"** shall have the meaning specified in the Apax Facilities Agreement.

**"First Ranking Debenture"** means the first ranking debenture entered into by the Company with CIBC World Markets Plc, in its capacity as senior security agent (**"Senior Security Agent"**) for and on behalf of the Senior Lenders and the Mezzanine Lenders dated 4 May 2001.

**"Fixtures"** means, in relation to any freehold or leasehold property charged by or pursuant to the Debenture, all fixtures and fittings (including trade fixtures and fittings) and fixed plant or machinery from time to time thereon owned by the Company.

**"Group"** means the Company and its Subsidiaries from time to time.

**"Group Business"** means the provision of communications services and equipment to enterprise customers.

**"Guarantor Accession Certificate"** means a duly completed deed of accession substantially in the form set out in Schedule 7 of the Apax Facilities Agreement (*Form of Guarantor Accession Certificate*) or such other form as the Apax Agent and the Borrower shall agree.

**"Guarantors"** means each of the Original Guarantors and each Acceding Guarantor unless it has ceased to be a Guarantor in accordance with Clause 31 of the Apax Facilities Agreement (*Acceding Guarantor*) and **"Guarantor"** means any one of them, as the context requires.

**"Insurance"** means all contracts and policies of insurance of whatever nature (save for third party insurances) which are, from time to time, taken out by or on behalf of the Company or (to the extent of such interest) in which the Company has an interest (and including, without limitation, the Key Man Policies).

**"Intellectual Property Rights"** means all patents, trade marks, service marks, designs, design rights, utility models, business names, topographical or similar rights, copyrights, moral rights, database rights, rights in inventions, computer software, know-how, trade secrets and confidential information and other intellectual property rights and any interests

## Definitions

### APPENDIX 2 TO COMPANIES FORM NO. 395

**COMPANY NUMBER: 04134744**

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(including by way of licence) subsisting anywhere in the world in any of the foregoing (in each case whether registered or not and including all applications for the same).

**"Intercreditor Agreement"** means the intercreditor agreement originally dated 8 March 2001, amended and restated on 4 May 2001 and 3 October 2003 and further amended and restated on 14 May 2004 between the Parent, the Apax Agent, Senior Agent, the Mezzanine Agent, the Security Agent, and Ericsson Enterprise AB and once acceded thereto, the Obligors, the Lenders, the Senior Lenders and the Mezzanine Lenders, among others.

**"Key Man Policies"** means such Keyman insurance policies in the agreed form in respect of such members of the management of the Company as agreed between the Company and the Security Agent.

**"Lender"** means:

- (a) a person which is named in Schedule 1 of the Apax Facilities Agreement (*Lenders and Commitments*), unless it has ceased to be a party to the Apax Facilities Agreement in accordance with the terms thereof;
- (b) a person which has become (and remains) a party to the Apax Facilities Agreement in accordance with the provisions of Clause 29 thereof (*Assignment and Transfers*).

**"Material Contracts"** means the contracts (if any) detailed in Part IV of Schedule 1 of the Debenture (*Material Contracts*) and any other contract from time to time designated as such in writing by the Security Agent and the Company.

**"Mezzanine Agent"** means the Mezzanine Agent under (and as defined in) the Mezzanine Facility Agreement or any of its successors pursuant thereto.

**"Mezzanine Debt"** means any Financial Indebtedness arising pursuant to the amended Mezzanine Facility Agreement.

**"Mezzanine Facility Agreement"** means the facility agreement dated 8 March 2001, as further amended by an amendment agreement dated 4 May 2001 and a Restructuring and Amendment Agreement dated 14 May 2004.

**"Mezzanine Lenders"** means the Lenders from time to time of the Mezzanine Debt in accordance with the amended Mezzanine Facility Agreement.

**"Obligors"** means the Borrowers and the Guarantors.

**"Original Borrower"** means the Company.

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**COMPANY NAME:** DAMOVO CORPORATE SERVICES LIMITED

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**"Original Guarantors"** means the Parent, Damovo I Sarl (to the extent required for the purposes of creating the share pledge in respect of the shares in Damovo II Sarl), Damovo II Sarl, the Company, Damovo UK Finance II Ltd., Damovo UK Limited, ESA Holding Pty Limited, Damovo (Australia) Pty Ltd, Brazilian Newco I, S.A., Damovo de Brasil S.A., Damovo Holdings Italy SpA Enterprise Digital Architects, SpA, Damovo Holdings Deutschland GmbH, AND Damovo Deutschland GmbH & Co KG.

**"Other Securities"** means all the Company's present and future interest in all stocks, shares (other than the Shares and the Related Rights in relation thereto), warrants, debentures, bonds or other securities and investments.

**"Parent"** means Damovo Group S.A.

**"Related Rights"** means, in relation to Shares and Other Securities, all dividends, stocks, shares, warrants, securities, rights, monies or property accruing thereon or derived therefrom.

**"Restructuring and Amendment Agreement"** means the restructuring and amendment agreement dated 14 May 2004 between, among others, the Parent, the Senior Security Agent and UBS Warburg Ltd.

**"Security"** means the security created or purported to be created by the Debenture.

**"Security Documents"** means the security documents set out in Schedule 5 of the Apax Facilities Agreement.

**"Senior Agent"** means the Senior Agent under (and as defined in) the Senior Facilities Agreement or any of its successors pursuant thereto.

**"Senior Debt"** means any Financial Indebtedness arising pursuant to the Senior Facilities Agreement.

**"Senior Facilities Agreement"** means the facilities agreement dated 8 March 2001 between, among others, the Senior Security Agent, UBS Warburg Ltd and the Parent, as further amended by an amendment agreement dated 4 May 2001, and a Restructuring and Amendment Agreement dated 14 May 2004.

**"Senior Lenders"** means the Lenders from time to time of the Senior Debt in accordance with the amended Senior Facilities Agreement.

**"Shares"** means those shares identified in Part III of Schedule 1 of the Debenture (*Shares*), as the same is set out in Appendix 4 attached hereto, and all other shares in the capital of



## Definitions

### APPENDIX 2 TO COMPANIES FORM NO. 395

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members of the Group now or in the future held by the Company and/or any nominee on its behalf.

**“Subsidiary”** of a company or corporation means any company or corporation:

- (c) which is controlled, directly or indirectly, by the first-mentioned company or corporation;
- (d) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first-mentioned company or corporation; or
- (e) which is a Subsidiary of another Subsidiary of the first-mentioned company or corporation;

and, for these purposes, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

**“Transfer Certificate”** means a duly completed certificate substantially in the form set out in Schedule 2 of the Apax Facilities Agreement (*Form of Transfer Certificate*) or such other form as the Apax Agent and the Borrower shall agree and signed by a Lender and a Transferee whereby such Lender seeks to procure the transfer to such Transferee of all or a part of such Lender’s rights, benefits and obligations thereunder as contemplated in Clause 29 of the Apax Facilities Agreement (*Assignments and Transfers*).

**“Transferee”** means a bank, financial institution, trust, fund, vehicle or other entity whose ordinary business includes participation in syndicated facilities of this type (other than any entity which is owned or advised by a company or entity which is engaged in a business the same or similar to the Group Business) to which a Lender seeks to transfer all or part of such Lender’s rights, benefits and obligations hereunder pursuant to Clause 29 of the Apax facilities Agreement (*Assignments and Transfers*).

## **Specified Securities**

### **APPENDIX 3 TO COMPANIES FORM NO. 395**

**COMPANY NUMBER: 04134744**

**COMPANY NAME: DAMOVO CORPORATE SERVICES LIMITED**

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*Short particulars of all the property mortgaged or charged:*

#### **1. Fixed Charges**

The Company has charged with full title guarantee and as continuing security for the payment, discharge and performance of all of the Secured Obligations, in favour of the Security Agent:

- (a) by way of second legal mortgage, all of the property (if any) specified in Part I of Schedule 1 of the Debenture (*Real Property*) and all other estates or interests in any freehold, leasehold or other immovable property in England and Wales wheresoever situate and any rights under any licence or other agreement or document which gives the Company a right to occupy or use any such property, in each case now or in the future belonging to it and in each case, together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Company and any moneys paid or payable in respect of such covenants and any licence, agreement for sale or agreement for lease in relation to such property;
- (b) by way of second fixed charge (to the extent that the same are not the subject of a mortgage under paragraph (a) above), all estates or interests in any freehold, leasehold or other immovable property belonging to it at the date of the Debenture and thereafter and any rights under any licence or other agreement or document which gives the Company a right to occupy or use any such property, in each case, together with all buildings and Fixtures thereon, all proceeds of sale thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Company and any moneys paid or payable in respect of such covenants provided that in the case of any leasehold property in relation to which the consent of the landlord in whom the reversion of that lease is vested is required in order for the Company to grant the charge under this Clause 1(b), this Clause 1(b) shall not apply unless and until it has obtained the landlord's consent (which it shall use its reasonable endeavours to obtain promptly);
- (c) by way of second fixed charge (other than sub paragraphs (iii) and (iv) in respect of all Shares, Related Rights and Other Securities held by the Company in Damovo Finance II Limited, which shall be by way of third fixed charge):

**Specified Securities**

**APPENDIX 3 TO COMPANIES FORM NO. 395**

**COMPANY NUMBER: 04134744**

**COMPANY NAME: DAMOVO CORPORATE SERVICES LIMITED**

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- (i) all plant and machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) at the date of the Debenture or thereafter owned by the Company and its interest in any such assets in its possession;
- (ii) the Deposits;
- (iii) all Shares at the date of the Debenture or thereafter beneficially and/or legally owned by it and/or any nominee on its behalf and all Related Rights relating thereto;
- (iv) all Other Securities at the date of the Debenture or thereafter beneficially and/or legally owned by it and/or any nominee on its behalf and all Related Rights relating thereto;
- (v) all rights, interests and benefits to and in respect of the Insurances and all claims (and proceeds thereof) and returns of premiums in respect thereof to which the Company is at the date of the Debenture or may at any time thereafter become entitled;
- (vi) all of the Company's book and other debts (other than those represented by the Deposits) at the date of the Debenture and thereafter, including any letters of credit issued in its favour and all bills of exchange and other negotiable instruments held by it, the proceeds of the same and all other moneys due and owing to the Company or which may become due and owing to it at any time in the future and the benefit of all rights, securities and guarantees of any nature whatsoever now or at any time enjoyed or held by it in relation to any of the foregoing including, without limitation all Encumbrances, reservations of title, rights of tracing and other rights enabling the Company to enforce such debts;
- (vii) (to the extent that the same do not fall within any other sub-paragraph of this paragraph (c)) all of the Company's rights and benefits under the Material Contracts;
- (viii) any beneficial interest, claim or entitlement of the Company in any pension fund;

## Specified Securities

### APPENDIX 3 TO COMPANIES FORM NO. 395

**COMPANY NUMBER: 04134744**

**COMPANY NAME: DAMOVO CORPORATE SERVICES LIMITED**

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- (ix) the Company's goodwill at the date of the Debenture and thereafter (including all brand names not otherwise subject to a fixed charge or assignment under the Debenture);
- (x) the benefit of all licences, consents and authorisations (statutory or otherwise) held at the date of the Debenture and thereafter in connection with its business or the use of any of the Charged Assets and the right to recover and receive all compensation which may at any time become payable to it in respect thereof;
- (xi) its uncalled capital at the date of the Debenture and thereafter; and
- (xii) all its Intellectual Property Rights at the date of the Debenture and thereafter (including, without limitation, the patents and trade marks (if any) specified in Part II of Schedule 1 of the Debenture (*Intellectual Property Rights*) (if any)), subject to any necessary (at the date of the Debenture) third party's consent to such charge being obtained. To the extent that any such Intellectual Property Rights are not capable of being charged, whether by reason of the absence of any such consent as aforesaid or otherwise, the charge thereof purported to be effected by this paragraph (xii) shall operate as an assignment of any and all rights therein and of any and all damages, compensation, remuneration, profit or income that the Company may derive therefrom or be awarded or entitled to in respect thereof, as continuing security for the payment, discharge and performance of the Secured Obligations,

Provided that at any time before the Security becomes enforceable, the Company shall be entitled to receive and retain all dividends, interest and other moneys arising from the Shares and any Other Securities and, subject to Clause 8.5(d) of the Debenture (*Shares and Other Securities*), exercise all voting rights in relation to the Shares and such Other Securities.

## 2. Assignments

Subject to Clause 4.2 of the Debenture (*Non-Assignable Rights*), the Company has assigned (such assignments ranking second to the assignment created pursuant to the First Ranking Debenture) to the Security Agent with full title guarantee and as continuing security for the payment, discharge and performance of all Secured Obligations:

## **Specified Securities**

### **APPENDIX 3 TO COMPANIES FORM NO. 395**

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- (a) all of its rights, title and interest in, to and in respect of the Insurances (including all proceeds) and all claims and returns of premiums in respect thereof to which the Company is at the date of the Debenture or may at any time thereafter become entitled;
- (b) the Assigned Deposits;
- (c) all of its rights, title and interest in, to and in respect of the Material Contracts; and
- (d) to the extent not charged under the provisions of Clause 3(c)(xii) of the Debenture (*Fixed Charges*) all of its present and future Intellectual Property Rights.

### **3. Floating Charges**

#### **3.1 Creation of Floating Charges**

The Company, with full title guarantee and as continuing security for the payment, discharge and performance of the Secured Obligations, has charged in favour of the Security Agent by way of a second floating charge all its undertaking and assets whatsoever and wheresoever both at the date of the Debenture and thereafter, not otherwise effectively mortgaged or charged pursuant to Clause 3 of the Debenture (*Fixed Charges*) or effectively assigned pursuant to Clause 4 of the Debenture (*Assignments*).

#### **3.2 Conversion of Floating Charge**

- (a) The Security Agent may, by notice to the Company, convert the floating charge created by the Debenture with immediate effect into a fixed charge if:
  - (i) the Security becomes enforceable in accordance with Clause 12 of the Debenture (*Enforcement of Security*);
  - (ii) the Security Agent considers in good faith such Charged Assets to be in danger of being seized or sold under or pursuant to any form of distress, attachment, execution or other legal process or otherwise to be in jeopardy; or
  - (iii) the Security Agent considers such conversion to be reasonably necessary to protect the priority of the Security,

## **Specified Securities**

### **APPENDIX 3 TO COMPANIES FORM NO. 395**

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**COMPANY NAME: DAMOVO CORPORATE SERVICES LIMITED**

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and such fixed charge shall apply to all assets the subject of the floating charge unless, and to the extent that, such notice otherwise specifies.

- (b) The floating charge created by the Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge as regards all the assets subject to the floating charge at such time:
  - (i) upon the convening of any meeting of the members of the Company to consider a resolution to wind up the Company (or for a dissolution, compromise, arrangement or reconstruction of the Company);
  - (ii) upon the presentation of a petition to wind up the Company or the presentation or making of an application for a warrant of execution, writ of fieri facias or third party debt order or charging order in respect of any of the Charged Assets the subject of the floating charge under the Debenture; or
  - (iii) if the Company fails to comply with the restrictions on dealing contained in Clause 16.5 (*Negative Pledge*) of the Apex Facilities Agreement.
- (c) The giving of notice by the Security Agent pursuant to paragraph (a) of this Clause 3.2 in relation to any of the Charged Assets shall not be construed as a waiver or abandonment of the Security Agent's rights to serve similar notices in respect of any other of the Charged Assets or of any other of the rights of the Lenders (or any of them) under any Apex Finance Document.

#### **4. Continuing Security**

The Security shall constitute and be continuing security which shall not be considered as satisfied or discharged by any intermediate payment or settlement of all or any of the Secured Obligations, shall continue in full force and effect until the discharge in full of all the Secured Obligations and is in addition to and independent of, and shall not prejudice or merge with, any other security including any right of set-off which the Security Agent may hold at any time for the Secured Obligations or any of them.

#### **5. Negative Pledge**

The Company has undertaken that it will not create or permit to subsist any Encumbrance over any of its assets other than:

**Specified Securities**

**APPENDIX 3 TO COMPANIES FORM NO. 395**

**COMPANY NUMBER: 04134744**

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- (a) Encumbrances constituted by or created pursuant to the Apax Finance Documents; and
- (b) other Encumbrances specifically permitted under the terms of the Apax Finance Documents,

and will not dispose of any of its assets save to the extent and in the manner permitted by the Apax Finance Documents.

**6. Further Assurance**

The Company has undertaken that it shall from time to time and at its own expense, give such assurances and do all such things as the Security Agent may require or consider necessary to enable the Security Agent to perfect or protect the security created or intended to be created hereby, over the Charged Assets or any part thereof to facilitate the sale of the Charged Assets or any part thereof, or the exercise by the Security Agent of any of the rights, powers, authorities and discretions vested in it. The obligations of the Company under this Clause are in addition to the covenants for further assurance deemed to be included by virtue of the Law of Property (Miscellaneous Provisions) Act 1994.

## **Group Shares**

**APPENDIX 4 TO COMPANIES FORM NO. 395**

**COMPANY NUMBER: 04134744**

**COMPANY NAME: DAMOVO CORPORATE SERVICES LIMITED**

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### **GROUP SHARES**

<b>Company</b>	<b>Type of Shares</b>	<b>Number</b>	<b>Share Certificate Number</b>
Damovo UK Finance II Limited (reg. number 4134714)	Ordinary	1	2
Damovo Pension Trustees Limited (reg. number SC222308)	Ordinary	1	1



**Assigned Accounts****APPENDIX 5 TO COMPANIES FORM NO. 395****COMPANY NUMBER: 04134744****COMPANY NAME: DAMOVO CORPORATE SERVICES LIMITED****Page 1 of 1****ASSIGNED ACCOUNTS**

<b>Account Number</b>	<b>Account Name</b>	<b>Account Maintained With</b>
020067413 (sort code: 16-04-00)	Current account - GBP	Royal Bank of Scotland 5-10 Great Tower Street London
020128048 (sort code: 16-04-00)	Special interest bearing account (SIBA)	Royal Bank of Scotland 5-10 Great Tower Street London
DAMCORSE-EURA (sort code: 16-04-00)	Currency account – EUR	Royal Bank of Scotland 5-10 Great Tower Street London
DAMCORSE-USDA (sort code: 16-04-00)	Currency account - USD	Royal Bank of Scotland 5-10 Great Tower Street London
DAMCORSE-AUDA (sort code: 16-04-00)	Currency account – AUD	Royal Bank of Scotland 5-10 Great Tower Street London
DAMCORSE-CHFA (sort code: 16-04-00)	Currency account – CHF	Royal Bank of Scotland 5-10 Great Tower Street London
DAMCORSE-CZKC (sort code: 16-04-00)	Currency account - CZK	Royal Bank of Scotland 5-10 Great Tower Street London
15478394 (sort code: 60-30-21)	Current account	National Westminster Bank 14 Blythswood Square Glasgow
28525353 (sort code: 60-30-21)	Special interest bearing account (SIBA)	National Westminster Bank 14 Blythswood Square Glasgow

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04134744

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 11th JUNE 2004 AND CREATED BY DAMOVO CORPORATE SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY OR ANY OBLIGOR TO THE LENDERS (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 XII OF THE COMPANIES ACT 1985 ON THE 30th JUNE 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th JULY 2004.

*hm*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —