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Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 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

12

Company number

04452289

Name of company

* Expansys US Limited (the "Company")

Date of creation of the charge

21 April 2005

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

Debenture containing fixed and floating charges (the "Debenture").

Amount secured by the mortgage or charge

All monies and liabilities (actual or contingent) for the time being due, owing or incurred by the
Company to **BoS** on any account and in any manner whatsoever.

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

The Governor and Company of the Bank of Scotland, incorporated by Act of Scots Parliament,
having its Head Office at The Mound, Edinburgh ("**BoS**").

Postcode EH1 1YZ

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

DLA Piper Rudnick Gray Cary Scotland LLP
249 West George Street
GLASGOW
G2 4RB

308055/515/6269317.1

Time critical reference

For official Use (02/00)
Mortgage Section

Post room



A14
COMPANIES HOUSE

0553
05/05/05

All the undertaking, property and assets of the Company whatsoever and wheresoever, present and future, as specified in the attached Schedule, which also contains covenants by and restrictions on the Company which protect and further define the charges and must be read as one with the charges.

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Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

N/A

Signed

DIA (per Andrew)
Living Long Securities Ltd

Date

24/12

2005

On behalf of ~~XXXXXX~~ [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 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

Particulars of a mortgage or charge

Name of Company Expansys US Limited

Number of Company 04452289

SCHEDULE OF CHARGES, COVENANTS AND RESTRICTIONS

contained in a Debenture in favour of BoS dated 21 April 2005

Charges

- 1 by way of legal mortgage all estates or interests in the freehold and leasehold property of the Company now vested in it together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
- 2 by way of fixed charge all estates or interest in any freehold or leasehold property belonging to the Company (other than the property charged in terms of paragraph 1 above) together with all buildings and fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
- 3 by way of fixed charge all present and future interests of the Company in or over land or the proceeds of sale of land and all present and future licences of the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures), which are at any time on the property charged under the Debenture;
- 4 by way of fixed charge all the goodwill and uncalled capital for the time being of the Company;
- 5 by way of fixed charge all present and future stocks shares and other securities owned (at law or in equity) by the Company and all rights and interests of the Company accruing or offered at any time in relation to them, all rights and interests in and claims under all policies of insurance and assurance held or to be held by or insuring to the benefit of the Company and the benefit of all rights and claims to which the Company is now or may be entitled under any contracts;
- 6 by way of fixed charge all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;
- 7 by way of fixed charge all present and future book and other debts and monetary claims of the Company whether payable now or in the future and the benefit of all present and future rights and claims of the Company against third parties relating to them and capable of being satisfied by the payment of money (save as described in paragraph 5 above);
- 8 by way of fixed charge all present and future plant, machinery, vehicles, computers and office and other equipment owned by the Company;
- 9 by way of fixed charge all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest).
- 10 by way of floating charge all the Assets not effectively charged by way of a fixed charge mentioned in any of paragraphs 1 to 9 inclusive including (without limitation) any immovable property of the Company in Scotland and any Assets in Scotland within any of the types mentioned in paragraphs 2 to 9 above inclusive.

Conversion into fixed charge

BoS may at any time by notice in writing to the Company immediately convert the floating charge contained in sub-clause 2.1.3 of the Debenture into a fixed charge over any Assets specified in any such notice and the floating charge will, without notice from **BoS** automatically be converted into a fixed charge:

1. in respect of any Assets which become subject to a fixed charge in favour of any other person;
2. in respect of any Assets which are subject to any step by any third party to levy any distress, attachment, execution or other legal process thereon;
3. in respect of any Assets charged under sub-clause 2.1.3 of the Debenture if and when the Company shall cease to carry on business or to be a going concern; and

4. in respect of all Assets on the making of an order for the compulsory winding-up of the Company or on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company or the taking of any steps (including, without limitation, the making of an application or the giving of any notice) by the Company or any person or the appointment of an administrator in respect of the Company;

but so that this provision shall not apply to any Assets in Scotland, if and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion.

Restriction on charges and disposals

The Company will not without the previous written consent of **BoS**:

1. create or attempt to create or permit to subsist any right in security, mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or encumbrance on any Assets charged under the Debenture; or
2. sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets (other than in terms of a Permitted Disposal); or
3. in any way dispose of the equity of redemption of any such Assets or any interest in any such Assets.

Definitions:

"**Assets**" shall mean the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company;

"**Group**" means the Company and each of its Subsidiaries which is not dormant and "**Group Company**" is construed accordingly;

"**Permitted Disposal**" means:

- (a) the disposal of stock on an arm's length basis in the ordinary course of trading;
- (b) disposals of obsolete or redundant assets which are no longer required for the business of any Group Company;
- (c) disposals of assets (other than shares, freehold or leasehold properties, heritable or leased property in Scotland, intellectual property rights, debtors or any trade or business) in exchange for replacement assets comparable or superior as to type, value and quality;
- (d) disposals of assets if the higher of the sale price or market value of the assets disposed of (whether by a single transaction or a series of transactions) when taken together with all other disposals made by the Group in any financial year (other than those under paragraphs (a), (b) or (c) above) is not in total more than £25,000;

"**Properties**" means at any time the freehold, heritable and leasehold properties of the Company at that time or any of them as the context requires;

"**Receiver**" means an administrative receiver, receiver and manager or other receiver appointed pursuant to the Debenture in respect of the Company or over all or any of the Assets charged by the Debenture;

"**Secured Liabilities**" means all or any monies and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to **BoS** by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not **BoS** shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which **BoS** may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual **BoS** rates and practice as well after as before any demand made or judgment obtained under or in relation to this Debenture;

"**Subsidiary**" means, in respect of any company, person or entity, any company, person or entity directly or indirectly controlled by such company, person or entity (including any Subsidiary acquired after the date of this letter) and "**Subsidiaries**" shall mean all or any of them, as appropriate.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04452289

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 21st APRIL 2005 AND CREATED BY EXPANSYS US LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th MAY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th MAY 2005.

P. Pam



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES