

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 6)

For official use

Company number

02109452

Name of company

* The Document Storage Company Limited (the "Chargor")

Date of creation of the charge

4 March 2004

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

A debenture dated 4 March 2004 (the "Debenture") made by the Chargor in favour of The Governor and Company of the Bank of Scotland as security trustee (the "Security Trustee") for the Secured Parties, as defined in Schedule 1 to this Form 395.

Amount secured by the mortgage or charge

Please see Schedule 2.

Please see Schedule 1 for definitions.

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

The Governor And Company Of The Bank Of Scotland (of 1 The Mound, Edinburgh as Security Trustee for the Secured Parties (as defined in Schedule 1))

Postcode EH1 1YZ

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

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

For official Use
Mortgage Section

Post room

NZC/B1189/01752/RES

Time critical reference

London-2/1591500



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COMPANIES HOUSE

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10/03/04

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Short particulars of all the property mortgaged or charged

Please see Schedule 3.

Please see Schedule 1 for definitions.

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)

None

Signed

Clifford Chance LLP

Date

9/3/2004

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

A fee of £10 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 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

**SCHEDULES TO FORM 395 RELATING TO THE DEBENTURE ENTERED INTO BY
THE DOCUMENT STORAGE COMPANY LIMITED AS CHARGOR IN FAVOUR OF BARCLAYS
BANK PLC AS SECURITY TRUSTEE, DATED 4 MARCH 2004**

**SCHEDULE 1
DEFINITIONS**

"Account" means any credit balance from time to time on any account opened or maintained by the Chargor with the Security Trustee or any other financial institution and all Related Rights.

"Charged Property" means all the assets and undertaking of the Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to the Debenture and any Mortgage.

"Collateral Rights" means all rights, powers and remedies of the Security Trustee provided by or pursuant to the Debenture or any Mortgage or by law.

"Facility Agreement" means the facility agreement dated 4 March 2004 made between Iron Mountain Europe Limited as the parent, Iron Mountain Europe Limited and the subsidiaries of Iron Mountain Europe Limited listed therein as original borrowers, Iron Mountain Europe Limited and the subsidiaries of Iron Mountain Europe Limited listed therein (including the Chargor) as original guarantors, Barclays Capital and the Governor and Company of the Bank of Scotland as arranger, the parties listed in Part II of Schedule 1 of the Facility Agreement as original lenders and the Governor and Company of the Bank of Scotland as the issuing bank, the facility agent and the security trustee as amended, varied, novated or supplemented from time to time.

"Finance Documents" has the meaning given to such term in the Facility Agreement.

"Insurance Policy" means any policy of insurance in which the Chargor may from time to time have an interest.

"Intellectual Property" means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights.

"Investments" means:

- (a) any stocks, shares, debentures, securities and certificates of deposit;
- (b) all interests in collective investment schemes; and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly by or to the order of the Chargor or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system).

"Monetary Claims" means any book and other debts and monetary claims owing to the Chargor and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Chargor is a party and any other assets, property, rights or undertaking of the Chargor).

"Mortgage" means a mortgage or charge in respect of all the Real Property in accordance with Clause 2 (*Further Assurance*) of Schedule 3 (*Short Particulars of All the Property Mortgaged or Charged*) to this Form 395 substantially in the form of Schedule 2 to the Debenture.

"Real Property" means:

- (a) any freehold, leasehold or immovable property; and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property;

and includes all Related Rights.

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset.

"Secured Obligations" means all obligations covenanted to be discharged by the Chargor in Clause 2.1 of the Debenture (*Covenant to Pay*).

"Secured Parties" has the meaning given to such term in the Facility Agreement.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Shares" means all of the shares held by, to the order or on behalf of the Chargor at any time.

"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Chargor's stock in trade or work in progress) and all Related Rights.

SCHEDULE 2

AMOUNT SECURED BY THE MORTGAGE OR CHARGE (THE "SECURED OBLIGATIONS")

All obligations which the Chargor may at any time have to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to the Finance Documents (including the Debenture and any Mortgage) including any liability in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and the Chargor shall pay to the Security Trustee when due and payable every sum at any time owing, due or incurred by the Chargor to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities.

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SCHEDULE 3

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGE

1.1 Fixed Charges

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Under the terms of the Debenture, subject to Clause 1.3 (*Exceptions to fixed Security*), the Chargor charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Chargor at the date of the Debenture shall be a charge by way of legal mortgage) all the Chargor's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party):

- 1.1.1 the Real Property;
- 1.1.2 the Tangible Moveable Property;
- 1.1.3 the Accounts;
- 1.1.4 the Intellectual Property;
- 1.1.5 any goodwill and rights in relation to the uncalled capital of the Chargor;
- 1.1.6 the Investments;
- 1.1.7 the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise); and
- 1.1.8 all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture and all Related Rights.

1.2 Assignments

Under the terms of the Debenture, subject to Clause 1.3 (*Exceptions to fixed Security*), the Chargor assigned with full title guarantee to the Security Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all the Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to that assignment from any third party) the proceeds of any Insurance Policy and all Related Rights.

1.3 Exceptions to fixed Security

The fixed Security from time to time constituted under the Debenture does not extend to any asset situated in Scotland to the extent that, and for so long as, any such fixed Security would be invalid or ineffective under Scottish law.

1.4 Floating Charge

1.4.1 Under the terms of the Debenture, subject to Clause 1.3 (*Exceptions to fixed Security*), the Chargor charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of the Chargor, other than any asset which is situated in England and Wales and which is validly and effectively charged under the laws of England and Wales by way of fixed security created under a Finance Document in favour of the Security Trustee as security for the Secured Obligations.

1.4.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 1.4 (*Floating Charge*).

2. FURTHER ASSURANCE

2.1 Further Assurance: General

2.1.1 The covenant set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in sub-clause 2.1.2 below.

2.1.2 Under the terms of the Debenture, the Chargor shall promptly do all such acts or execute all such documents (including a Mortgage over any Real Property, assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require in favour of the Security Trustee or its nominee(s)):

- (a) to perfect the security created or intended to be created in respect of the Charged Property (which may include the execution by the Chargor of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, Charged Property) or for the exercise of the Collateral Rights;
- (b) to confer on the Security Trustee security over any property and assets of the Chargor located in any jurisdiction outside England and Wales equivalent or similar to the security intended to be conferred by or pursuant to the Debenture; and/or
- (c) to facilitate the realisation of the Charged Property.

2.2 Necessary Action

Under the terms of the Debenture, the Chargor shall take all such action as is reasonably available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Security Trustee by or pursuant to the Debenture and any Mortgage.

2.3 Consents

Under the terms of the Debenture, the Chargor shall use all reasonable endeavours to obtain (in form and content reasonably satisfactory to the Security Trustee) as soon as possible any consents necessary including any consent necessary for any Mortgage to enable the assets of the Chargor to be the subject of an effective fixed charge or assignment pursuant to Clause 1 (*Fixed Charges, Assignments and Floating Charge*) and, immediately upon obtaining any such consent, the asset concerned shall become subject to such security and the Chargor shall promptly deliver a copy of each consent to the Security Trustee.

2.4 Implied Covenants for Title

The obligations of the Chargor under the Debenture and any Mortgage shall be in addition to the covenants for title deemed to be included in the Debenture and any Mortgage by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994.

3. **NEGATIVE PLEDGE AND DISPOSALS**

3.1 Negative Pledge

Under the terms of the Debenture, the Chargor undertakes that it shall not, at any time during the subsistence of the Debenture or any Mortgage, create or permit to subsist any Security over all or any part of the Charged Property other than Security permitted pursuant to the Facility Agreement.

3.2 No Disposal of Interests

Under the terms of the Debenture, the Chargor undertakes that it shall not (and shall not agree to) at any time during the subsistence of the Debenture or any Mortgage, except as permitted pursuant to the Facility Agreement or by the Debenture enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of all or part of the Charged Property.

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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. 02109452

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 4th MARCH 2004 AND CREATED BY DOCUMENT STORAGE COMPANY LIMITED(THE) FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND (WHETHER FOR ITS OWN ACCOUNT OR AS TRUSTEE FOR THE SECURED PARTIES) OR ANY OF THE OTHER SECURED PARTIES 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 10th MARCH 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th MARCH 2004.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —