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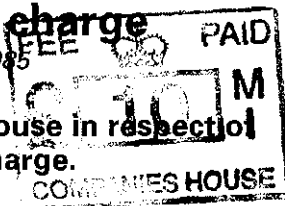
* Insert full name
of company ✓

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

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

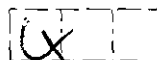


395

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

For official use Company number

Name of company



02307053

* Archive Services Limited ("the Company")

Date of creation of the charge

7 May 2003

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

Debenture ("the Charge")

Amount secured by the mortgage or charge

All or any monies and liabilities which will for the time being (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Arranger, the Original Lenders, the Agent and the Security Trustee (as more particularly described in the Facility Letter) or any of them under the Charge, the Facility Letter and each other Finance Document (as described in the Facility Letter) by the Company, whether actually or contingently, solely or jointly and whether as principal or surety (the "Secured Liabilities")

"Facility Letter" means the facility letter between (1) The Governor and Company of the Bank of Scotland as Arranger, Agent, Original Lender and Security Trustee; (2) Barclays Bank plc as Original Lender and (3) the Company dated 7 May 2003.

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

The Governor and Company of the Bank of Scotland ("the Security Trustee")
The Mound
EDINBURGH

Postcode EH1 1YZ

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

Dundas & Wilson CS
191 West George Street
Glasgow G2 2LD
LP1 Gla8 - Legal Post

Time critical reference

For official use
Mortgage section

Post room



A07
COMPANIES HOUSE

AXD6JL60

0260
23/05/03

Short particulars of all the property mortgaged or charged

See Paper Apart

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in black type or
bold block
lettering

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

Particulars as to commission allowance or discount (note 3)

Signed Judith A. Wilton Date 21/5/03

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", "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 CF4 3UZ.

PAPER APART

Debenture granted by Archive Services Limited in favour of The Governor and Company of the Bank of Scotland (as Security Trustee) dated 7 May 2003

The Company charges to the Security Trustee as a continuing security, and with full title guarantee, for the payment or discharge of the Secured Liabilities:-

1. by way of legal mortgage all the freehold and leasehold property (including the property described in the Schedule to the Charge, if any) now vested in it whether or not the title to the property is registered at H.M. Land Registry, 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:-
 - 2.1. all future freehold and leasehold property belonging to the Company, together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
 - 2.2. all present and future interests of the Company in or over land or the proceeds of sale of it 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 it is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property charged under the Charge;
 - 2.3. all the Company's goodwill and uncalled capital for the time being;
 - 2.4. all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests 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;
 - 2.5. 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;
 - 2.6. 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 charged under paragraph 2.4 above);
 - 2.7. all present and future plant and machinery not otherwise charged under Clause 3 of the Charge and all other present and future chattels of the Company (excluding any of

the same for the time being forming part of the Company's stock in trade or work in progress); and

- 2.8. 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); and
3. by way of floating charge all the Assets not effectively and enforceably otherwise charged by Clause 3, including (without limitation) any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in paragraph 2 (above), but so that the Company is prohibited from creating any fixed security or mortgage, or any other floating charge over the Assets having priority over, or ranking *pari passu* with, the floating charge created by this sub-clause (otherwise than in favour of the Security Trustee) and the Company will have no power, except with the prior written consent of the Security Trustee, to part with, or dispose of, any part of those Assets, except by way of sale in the ordinary course of its business.

In the interpretation of this paper apart, "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.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02307053

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 7th MAY 2003 AND CREATED BY ARCHIVE SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE ARRANGER, THE ORIGINAL LENDERS, THE AGENT AND THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND OR ANY OF THEM 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 23rd MAY 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th MAY 2003.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

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