

M

CHFP041

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Please do not
write in
this margin

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

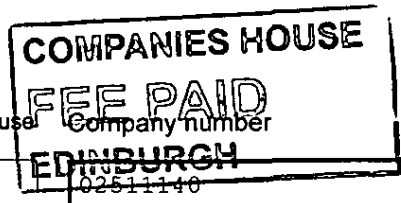
* Insert full name
of company

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number

4



Name of company

*Right Document Solutions Limited (the "Mortgagor")

Date of creation of the charge

28 March 2008

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

Debenture (the "Debenture")

Amount secured by the mortgage or charge

See Paper Apart 1 (the "Secured Amounts")

See Paper Apart 3 for definitions

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

Clydesdale Bank plc, having its registered office at 30 St Vincent
Street, Glasgow (the "Bank")

Postcode G1 2HL

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

Dundas & Wilson CS LLP
Saltire Court
20 Castle Terrace
Edinburgh EH1 2EN

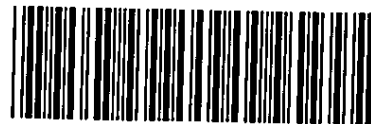
Time critical reference

PCE/ACDF/CLY003 1079

For official use (02/2006)
Mortgage Section

Post room

FRIDAY



SCT

04/04/2008

78

COMPANIES HOUSE

COM395/1

Short particulars of all the property mortgaged or charged

See Paper Apart 2

See Paper Apart 3 for definitions

Please do not
write in
this margin

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

A fee 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)

N/A

Signed

Dina + HM CL UP

Date

4 April 2008

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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. 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.

This is the Paper Apart 1 referred to in the preceding Form 395 in respect of the Debenture dated 28 March 2008 granted by Right Document Solutions Limited in favour of the Clydesdale Bank plc.

- 1 1 The Mortgagor covenants with the Bank to pay and discharge to the Bank on demand in accordance with the terms of the documents relating to such monies and liabilities
 - 1 1 1 all monies and liabilities which now are or shall at any time hereafter be due owing or incurred to the Bank by the Mortgagor whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety or in any way whatsoever provided that the monies and liabilities which the Mortgagor hereby covenants to pay and discharge shall not include any monies and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless specifically agreed in writing between the Mortgagor and the Bank;
 - 1 1 2 on a full and unlimited indemnity basis all costs, charges, losses, expenses and other sums mentioned in clause 17 of the Debenture, and
 - 1 1 3 interest to the date of discharge on all sums payable but unpaid under any of the provisions of the Debenture
- 1 2 Interest payable under sub-clause 2 1 of the Debenture shall be computed and compounded as agreed from time to time between the Mortgagor and the Bank or in the absence of such agreement compounded quarterly according to the current practice for the time being of the Bank and computed at the rate of 2% (two per centum) per annum over the Bank's base rate from time to time and shall be payable as well after as before any demand on or judgment against the Mortgagor

This is the Paper Apart 2 referred to in the preceding Form 395 in respect of the Debenture dated 28 March 2008 granted by Right Document Solutions Limited in favour of the Clydesdale Bank plc.

- 1 The Mortgagor with full title guarantee hereby charges in favour of the Bank as a continuing security for the Secured Amounts -
 - 1 1 by way of legal mortgage -
 - 1 1 1 all the freehold or leasehold property specified in the Schedule of the Debenture,
 - 1 1 2 all other freehold and leasehold property (other than the Short Term Leaseholds) now vested in the Mortgagor
 - 1 2 by way of first fixed charge -
 - 1 2 1 all freehold and leasehold property hereafter acquired by the Mortgagor,
 - 1 2 2 all freehold and leasehold property now or in the future beneficially owned by but not vested in the Mortgagor,
 - 1 2 3 all the plant machinery and fixtures and fittings furniture equipment implements and utensils now and in the future belonging to the Mortgagor,
 - 1 2 4 all rights and interest of the Mortgagor in and claims under all policies of insurance and assurance now or hereafter held by or insuring to the benefit of the Mortgagor,
 - 1 2 5 all uncalled capital and goodwill for the time being of the Mortgagor, and
 - 1 2 6 all patents patent applications trade marks trade names registered designs copyrights licences and similar rights for the time being of the Mortgagor and all present or future agreements relating to the use by the Mortgagor of any intellectual property rights and all present or future agreements under which the Mortgagor is entitled to the payment of any royalty fee or similar income other than any such rights and agreements which require the consent of a third party in order to create such security over them
 - 1 3 by way of floating charge all the property assets and undertaking of the Mortgagor both present and future not subject to a fixed charge including (without limitation) any immoveable property of the Mortgagor situated in Scotland and any other Charged Assets situated in Scotland falling within the type mentioned in Clause 3 2 of the Debenture
 - 1 4 The Bank may at any time and from time to time by notice in writing to the Mortgagor convert the floating charge into a fixed charge as regards any property assets and/or undertaking specified in the notice if
 - 1 4 1 the Mortgagor has defaulted in the payment of any sum to the Bank (taking into consideration any applicable grace period), or
 - 1 4 2 in the opinion of the Bank (acting reasonably) the relevant property, asset and/or undertaking is in danger of being seized or any legal process or execution is being enforced against that property, asset or undertaking,

and the Bank may thereafter appoint a Receiver thereof in accordance with the provisions of the Debenture. Clause 3.4 of the Debenture shall not preclude the floating charge from becoming fixed in any of the events in which under the Debenture or under the general law it would do so.

Paragraph 3.4 of the Debenture does not apply to any Charged Assets situated in Scotland

- 1.5 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to any floating charge created pursuant to the Debenture

This is the Paper Apart 3 referred to in the preceding Form 395 in respect of the Debenture dated 28 March 2008 granted by Right Document Solutions Limited in favour of the Clydesdale Bank plc.

the Charged Assets means the property assets and undertaking for the time being of the Mortgagor which are subject to the charges contained in the Debenture and references to the Charged Assets shall include reference to all or any of them,

the Receiver means any administrative receiver, receiver and manager for the time being appointed by the Bank under or by virtue of the Debenture and if more than one administrative receiver, receiver and manager has been so appointed then the expression 'the Receiver' shall mean any or all of them, and

the Short Term Leaseholds means the leasehold properties at (1) 21 Modwen Road, The Waters Edge Business Park, Salford, (2) Ground and First Floors, Napier House, 2 Cranwood Street, London EC1 including two car parking spaces, and (3) Unit 04 & 05, Parmiter Industrial Estate Parmiter Street, Tower Hamlets, London, EC2



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2511140
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 28 MARCH
2008 AND CREATED BY RIGHT DOCUMENT SOLUTIONS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO CLYDESDALE BANK PLC 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 4 APRIL 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 APRIL 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

PJ