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COMPANIES FORM No. 395

**Particulars of a mortgage or charge**

*Please do not write in  
this margin*

Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies  
(Address overleaf - Note 5)

P35 F10 556205

Company Number  
**2665126**

*\* insert full name of  
company*

Name of company

**\* ARTICULATE SOLUTIONS LIMITED**

Date of creation of the charge

**3 DECEMBER 1999**

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

**DEBENTURE**

Amount secured by the mortgage or charge

**SEE PAPER APART 1**

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

**SCOTTISH EQUITY PARTNERSHIP****120 BOTHWELL STREET****GLASGOW**Postcode **G2 7JB**Presentor's name address and  
reference (if any):**BURNES SOLICITORS  
50 LOTHIAN ROAD  
FESTIVAL SQUARE  
EDINBURGH EH3 9WJ****REF: DNM**

Time Critical Reference

For official use:  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged.

*Please do not write in this margin*

**SEE PAPER APART 2**

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

Particulars as to commission, allowance or discount (note 3)

**N/A**

Signed



Date:

10/12/99

On behalf of ~~the 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, e.g. '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. The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF4 3UZ

In these Papers Apart 1 and 2:-

**Company** means Articulate Solutions Limited (Company No. 2665126) having its registered office at Sheppards Farm, Draycott Foliat, Swindon, Wiltshire SW4 0HX;

**Company's Obligations** means all the Company's liabilities to SEP of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the SEP's charges and commission Interest and Expenses;

**Expenses** means all expenses (on a full indemnity basis) incurred by SEP or any Receiver at any time in connection with the Property or the Company's Obligations or in taking or perfecting this deed or in preserving defending or enforcing the security created by this deed or in exercising any power under this deed or otherwise with Interest from the date they are incurred;

**Interest** means interest at the rate(s) charged to the Company by SEP from time to time;

**Property** means the whole and any part of the undertaking property and assets of the Company charged by Clause 1 of the Charge;

Registered Land:	Description of property	Land Registry Title Number
	N/A	N/A

**SEP** means Scottish Equity Partnership a limited partnership established under the Limited Partnership Act 1907 under No. 2874 and having its principal place of business at 120 Bothwell Street, Glasgow G2 7JB;

#### **Paper Apart 1**

The amount secured by the Charge is the Company's Obligations.

#### **Paper Apart 2**

- (a) by way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company including any Registered Land;
- (b) by way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Company except the property charged by way of legal mortgage;

- (c) by way of fixed charge all the plant machinery and fixtures and fittings of the Company present and future;
- (d) by way of fixed charge all furniture furnishings equipment tools and other chattels of the Company present and future not regularly disposed of in the ordinary course of business;
- (e) by way of fixed charge all the goodwill and uncalled capital of the Company present and future;
- (f) by way of fixed charge all stocks shares and other securities held or owned by the Company present and future;
- (g) by way of fixed charge the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with SEP or any third party;
- (h) by way of fixed charge all book debts and other debts of the Company present and future and the proceeds of payment or realisation of each of them until the receipt of the proceeds from time to time into an account in accordance with Clause 4.2 of the Charge;
- (i) by way of fixed charge all funds standing to the credit of the Company from time to time on any account with SEP or any bank or financial institution or organisation including all receipts from time to time paid into an account in accordance with Clause 4.2 of the Charge;
- (j) by way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under this deed.

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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. 02665126

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 3rd DECEMBER 1999 AND CREATED BY ARTICULATE SOLUTIONS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO SCOTTISH EQUITY PARTNERSHIP ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th DECEMBER 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th DECEMBER 1999.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



C O M P A N I E S   H O U S E

HC026B