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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

Company number

[12]

03076187

Name of company

* AccuRead Limited (the "Charging Company")

Date of creation of the charge

8 May 2007

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

Debenture dated 8 May 2007 made between the Charging Company and the other Chargors named in Part IV of the schedule and Fortis Bank S.A./N.V. UK Branch (in its capacity as Security Agent for the Beneficiaries (as defined in the attached schedule)) (the "Debenture").

Amount secured by the mortgage or charge

The Secured Sums.

References to any Finance Document include reference to such Finance Document as varied in any manner from time to time, even if changes are made to the composition of the parties to such document or to the nature or amount of any facilities made available under such document.

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

Fortis Bank S.A./N.V. UK Branch
Camomile Court, 23 Camomile Street, London (in its capacity as Security Agent for the Beneficiaries (as defined in the attached schedule)).

Postcode EC3A 7PP

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

Lovells LLP
Atlantic House
Holborn Viaduct
London
EC1A 2FG

Time critical reference

F3/SCB/EMLY/1800760.9

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



LD5 *L7GHCPMC* 481
17/05/2007
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See Part II of the attached schedule.

The attached schedule refers to covenants by, and restrictions on, the Charging Company which protect and further define the charges created by the Debenture and which must be read as part of those charges.

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)

Not applicable

Signed

horus LLP

Date

17th May 2007

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

SCHEDULE TO FORM 395 FOR ACCUREAD LIMITED

Part I

Definitions

In this Schedule, references to Clauses and Schedules are to Clauses of, and Schedules to, the Debenture unless otherwise specified. References in this Schedule to the Debenture or to any other document (including any Finance Document) include reference to the Debenture, or to such other document, as varied in any manner from time to time. In this Form 395 the following expressions have the following meanings respectively set out below:

"Assets" means in relation to the Charging Company, all its undertaking, property, assets, revenues and rights of every description, or any part of them.

"Beneficiary" means each Senior Finance Party, each Mezzanine Finance Party and each Hedge Counterparty.

"Chargor" means each company named in Part IV (*The Chargors*) of this Schedule and (with effect from its accession) each other company which executes a Deed of Accession and Charge and any company which subsequently adopts the obligations of a Chargor.

"Debenture Date" means 8 May 2007.

"Declared Default" means the Agent and/or Mezzanine Agent (as the case may be) has served notice under Clause 28.17 (*Acceleration*) of the Facilities Agreement and/or Clause 24.17 (*Acceleration*) of the Mezzanine Facility Agreement.

"Deed of Accession and Charge" means a deed of accession and charge substantially in the form of Schedule 3 (*Form of Deed of Accession and Charge for a New Chargor*).

"Derivative Rights" means all dividends, interest or distributions and all other rights and benefits of an income nature accruing at any time in respect of any Investments.

"Facilities Agreement" means the facilities agreement dated 8 May 2007 between De Facto 1121 Limited as the Parent, the Companies listed as Original Borrowers, the Companies listed as Original Guarantors, the Financial Institutions listed as Original Lenders, and Fortis Bank S.A./N.V. UK Branch as Arranger, Facility Agent, Security Agent and in certain other capacities (each term as defined in the Facilities Agreement unless otherwise defined herein).

"Facility Agent" means Fortis Bank S.A./N.V. UK Branch and includes any successor agent appointed pursuant to the Facilities Agreement at any time.

"Finance Document" means each Senior Finance Document, each Mezzanine Finance Document and each Hedging Agreement.

"Fixed Security Asset" means an Asset for the time being comprised within an assignment created by Clause 3.1 (*Assignments*) or within a mortgage or fixed charge created by Clause 3.2 (*Fixed security*).

"Group" means the Parent and each of its Subsidiaries for the time being.

"Hedge Counterparty" has the meaning given to that term in the Intercreditor Agreement.

"Hedging Agreement" has the meaning given to that term in the Intercreditor Agreement.

"Holding Account" means an account:

- (a) held with the Facility Agent or Security Agent;
- (b) designated by the Parent and the Facility Agent as a Holding Account; and
- (c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Security Agent,

(as the same may be redesignated, substituted or replaced from time to time).

"Insurance Policy" means any contract or policy of insurance of the Charging Company (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of the Charging Company or (to the extent of its interest) in which the Charging Company has an interest at any time.

"Intellectual Property" in relation to a Chargor, means all its patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) and, in each case, any extensions and renewals of, and any applications for, such rights.

"Intellectual Property Rights" in relation to a Chargor, means all and any of its Intellectual Property and all other intellectual property rights, causes of action, interests and assets charged by it pursuant to paragraphs (c)(xii) to (xvii) inclusive of Clause 3.2 (*Fixed security*).

"Intercreditor Agreement" means the intercreditor agreement dated 8 May 2007 and made between the Parent, the other Obligors, the Security Agent, the Facility Agent, the Lenders, the Ancillary Lenders, the Hedge Counterparties, the Mezzanine Lenders and certain others (each term as defined in the Intercreditor Agreement unless otherwise defined herein).

"Investments" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise.

"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures).

"Mandatory Prepayment Account" means an interest-bearing account:

- (a) held in England by a Borrower (as defined in each of the Facilities Agreements and the Mezzanine Facility Agreement) with the Facility Agent or Security Agent;
- (b) designated by the Parent and the Facility Agent as a Mandatory Prepayment Account;
- (c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Facility Agent and Security Agent; and

- (d) from which no withdrawals may be made by any Group Company except as contemplated by this Agreement,

(as the same may be redesignated, substituted or replaced by agreement between the Parent and the Facility Agent from time to time).

"Mezzanine Facility Agreement" means the mezzanine facility agreement dated 8 May 2007 and made between the De Facto 1121 Limited as borrower, the companies listed therein as original guarantors, Intermediate Capital Group PLC as the Mezzanine Agent, Intermediate Capital Group PLC as the mezzanine arranger, Fortis Bank S.A./N.V. UK Branch as Security Agent and the persons named in that mezzanine facility agreement as lenders (each term as defined in the Mezzanine Facility Agreement unless otherwise defined herein).

"Mezzanine Finance Documents" means the Mezzanine Facility Agreement, any Fee Letter, any Accession Letter, any Resignation Letter, any Transaction Security Document, the Intercreditor Agreement, any Selection Notice, any Transfer Certificate or undertaking delivered pursuant to Clause 25 (*Changes to Lenders*) of the Mezzanine Facility Agreement, any Compliance Certificate, any Utilisation Request and any other document designated as such by the Parent and the Mezzanine Agent and the Facility Agent (and for this purpose terms referred to in this definition shall have the same meanings given to them in the Mezzanine Facility Agreement).

"Mezzanine Finance Party" means the Mezzanine Agent, the Lenders, the Security Agent and the Arranger (each term as defined in the Mezzanine Facility Agreement unless otherwise defined herein).

"Parent" means De Facto 1121 Limited, a company incorporated in England and Wales with registered number 5104742.

"Party" means a party to the Debenture.

"Permitted Security" has the meaning given to that term in the Facilities Agreement.

"Receivables" in relation to the Charging Company, means all sums of money receivable by it at any time consisting of or payable under or derived from any Asset described in Clause 3.2 (*Fixed security*).

"Relevant System" has the meaning given to that term by the Uncertificated Securities Regulations 2001 and includes the CREST system and also any other system or facility (whether established in the United Kingdom or elsewhere) providing means for the deposit of, and clearance of transactions in, Investments.

"Secured Sums" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Chargor to all or any of the Beneficiaries under each or any of the Finance Documents, in each case together with:

- (a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document; and
- (b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents.

"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.

"Security Agent" means Fortis Bank S.A./N.V. UK Branch acting as security agent and trustee for the Beneficiaries including any successor appointed by the Beneficiaries pursuant to the Finance Documents.

"Senior Finance Document" means the Facilities Agreement, any Accession Letter, any Ancillary Document, any Compliance Certificate, any Fee Letter, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a "Senior Finance Document" by the Facility Agent and the Parent (each term as defined in the Facilities Agreement unless otherwise defined herein).

"Senior Finance Party" means the Agent, the Security Agent, the Arranger, a Lender, the Issuing Bank or any Ancillary Lender (each term as defined in the Facilities Agreement unless otherwise defined herein).

"Specified Investments" means, in relation to the Charging Company, all Investments which at any time:

- (a) represent a holding in a Subsidiary of the Charging Company or an undertaking which would be its subsidiary undertaking if in section 258(2)(a) of the Companies Act 1985 "30 per cent or more" were substituted for "a majority";
- (b) are held in the name of the Security Agent or its nominee or to its order; or
- (c) the Charging Company has deposited certificates for with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its nominee.

"Subsidiary" has the meaning given to that term in the Facilities Agreement.

"Ultimate Discharge Date" has the meaning given to it in the Intercreditor Agreement.

Part II

Particulars of property mortgaged or charged

1. The Charging Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigned to the Security Agent:
 - (a) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies; and
 - (b) all its rights, title and interest from time to time in respect of the Hedging Agreements.
2. The Charging Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, charged to the Security Agent:
 - (a) [deliberately left blank];
 - (b) by way of legal mortgage, all Land in England and Wales at the Debenture Date vested in it and not registered at the Land Registry;
 - (c) by way of fixed charge:

- (i) (subject to obtaining any necessary third party consents to the extent required) all other Land which was at the Debenture Date, or in the future becomes, its property;
- (ii) (subject to obtaining any necessary third party consents to the extent required) all interests and rights in or relating to Land or the proceeds of sale of Land at the Debenture Date or in the future belonging to it;
- (iii) (subject to obtaining any necessary third party consents to the extent required) all plant and machinery at the Debenture Date or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of Clause 3.2 of the Debenture;
- (iv) (subject to obtaining any necessary third party consents to the extent required) all rental and other income and all debts and claims at the Debenture Date or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;
- (v) all Specified Investments which were at the Debenture Date its property including all proceeds of sale derived from them;
- (vi) all Specified Investments in which the Charging Company may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them;
- (vii) all Derivative Rights of a capital nature at the Debenture Date or in the future accruing or offered in respect of its Specified Investments;
- (viii) all Derivative Rights of an income nature at the Debenture Date or in the future accruing or offered at any time in respect of its Specified Investments;
- (ix) where Specified Investments are held in a Relevant System, all its rights against the operator of the Relevant System or any participant in respect of such Specified Investments;
- (x) all insurance or assurance contracts or policies (other than those relating solely to third party liability) at the Debenture Date or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which were at the Debenture Date or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in the Debenture;
- (xi) all its goodwill and uncalled capital for the time being;
- (xii) all Intellectual Property at the Debenture Date belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xiii) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;

- (xiv) the benefit of all agreements and licences at the Debenture Date or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world;
- (xv) all its rights at the Debenture Date or in the future in relation to trade secrets, confidential information and knowhow in any part of the world;
- (xvi) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (c)(xii) to (xvi) inclusive of Clause 3.1;
- (xvii) all trade debts now or in the future owing to it;
- (xviii) all debts owing to it as described in Schedule 6 of the Debenture (*Details of Debts Owing to a Chargor by another member of the Group which are subject to a fixed charge*) and set out in Part V of this schedule;
- (xix) all other debts at the Debenture Date or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;
- (xx) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3.1 (*Assignments*);
- (xxi) any beneficial interest, claim or entitlement it has in any pension fund at the Debenture Date or in the future;
- (xxii) all rights, money or property accruing or payable to it at the Debenture Date or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under Clause 3.1 or 3.2 of the Debenture;
- (xxiii) all moneys at any time standing to the credit of any Holding Account and/or Mandatory Prepayment Account; and
- (xxiv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them.

3. The Charging Company, with full title guarantee, charged to the Security Agent as security for the payment or discharge of all Secured Sums, by way of floating charge:

- (a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security referred to in paragraph 1 above or charged by any fixed charge referred to in paragraph 2 above (*Fixed security*), including any Assets comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*); and
- (b) without exception, all its Assets in so far as they are for the time being situated in Scotland,

but in each case so that the Charging Company shall not prior to the Ultimate Discharge Date create any Security over any such Asset (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in Clause 7 of the Debenture (*Negative pledge and other restrictions*) with respect to any

such Asset without the consent of the Security Agent or unless permitted to do so under the Facilities Agreement or the Mezzanine Facility Agreement, and the Charging Company shall not prior to the Ultimate Discharge Date without the consent of the Security Agent or unless permitted to do so under the Facilities Agreement or the Mezzanine Facility Agreement, sell, transfer, part with or dispose of any such Asset except by way of sale in the ordinary course of its business.

Part III

Covenants and Restrictions

1. By Clause 6.1 (*No Derogation*), the Charging Company agreed that it would not, without the Security Agent's prior written consent or except as permitted by the Facilities Agreement and the Mezzanine Facility Agreement, charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any person or do or omit to do anything which might delay or prejudice its full recovery, other than in relation to the commutation of Receivables with its customers in the ordinary course of business.
2. By Clause 7 (*Negative Pledge and other restrictions*), the Charging Company agreed that it would not, prior to the Ultimate Discharge Date, unless permitted by the Facilities Agreement and the Mezzanine Facility Agreement, without the prior written consent of the Security Agent (and with the exception of Permitted Security (as defined in the Facilities Agreement)):
 - (a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets; or
 - (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so.
3. By Clause 11.2 (*Negative Covenants*) the Charging Company agreed that it would not without the prior written consent of the Security Agent:
 - (a) **No building:** save in the ordinary course of business, carry out any building work on its Land, or make any structural alteration to any building on its Land, or apply for any planning consent for the development or change of use of its Land, or at any time sever, remove or dispose of any fixture on it if any such action would materially adversely affect the value of such Land unless permitted by the Facilities Agreement and the Mezzanine Facility Agreement;
 - (b) **No onerous obligations:** enter into any onerous or restrictive obligation affecting its Land or create or permit to arise any overriding interest or any easement or right whatever in or over it which would materially adversely affect its value or the value of the Security constituted by the Debenture over it unless permitted by the Facilities Agreement and the Mezzanine Facility Agreement;
 - (c) **No leasing:** unless permitted by the Facilities Agreement and the Mezzanine Facility Agreement exercise any power of leasing in relation to its Land, or accept surrenders of leases of its any Land;
 - (d) **No lease extensions:** extend, renew on substantially different terms or vary any lease or tenancy agreement or give any licence to assign or underlet in relation to its Land to the extent that it would materially adversely effect its value or the value of the Security constituted by the Debenture unless permitted by the Facilities Agreement and the Mezzanine Facility Agreement;

- (e) **No elections:** make any election to waive the exemption under paragraph 2 of Schedule 10 of the Value Added Tax Act 1994 in its capacity as landlord of any such Land;
 - (f) **Possession:** part with possession of its Land (except on the determination of any lease, tenancy or licence granted to it) or except as expressly permitted by the terms of the Finance Documents; or
 - (g) **No sharing:** share the occupation of any Land with any other person or agree to do so.
4. By Clause 12.2 (*Negative Covenants*) the Charging Company agreed that it would not without the prior written consent of the Security Agent (other than as expressly permitted by the Finance Documents or where the Majority Lenders (as defined in each of the Facilities Agreement and the Mezzanine Facility Agreement) have otherwise given their consent):
- (a) **No disposals etc:** sell, assign, lease, license, sub-license or grant any interest in its Intellectual Property Rights, or purport or agree to do so or part with possession or ownership of them, or allow any third party access to, or the right to use or exploit, any Intellectual Property Rights;
 - (b) **Contracts:** enter into any contract or arrangement for supply or otherwise whereby any third party obtains any assignment of or any right or licence in relation to any Intellectual Property Rights on the occurrence or non-occurrence of any future event or circumstance whatever;
 - (c) **Trade marks:** amend the specification of any registered trade mark included in its Intellectual Property Rights to the extent that it would be likely to materially adversely affect its value or the value of the Security constituted by the Debenture; or
 - (d) **Patents:** amend the specification or drawings referred to in any granted patent to the extent that it would materially and adversely affect its value or the value of the Security constituted by the Debenture.
5. By Clause 13.3 (*After Enforcement*) the Charging Company agreed that at any time after the occurrence of a Declared Default:
- (a) the Security Agent may exercise (but is not obliged to exercise) in the name of the Charging Company or otherwise and without any further consent or authority on the part of the Charging Company, all voting and other rights attaching to the Specified Investments, including any rights to nominate or remove a director as if the Security Agent were the sole beneficial owner of the Specified Investments;
 - (b) all Derivative Rights shall, if received by the Charging Company or its nominee, be held on trust for and forthwith paid or transferred to the Security Agent; and
 - (c) the Charging Company shall (and shall procure that its nominees shall) accept short notice for and attend any meeting of the holders of any Specified Investments, appoint proxies and exercise voting and other rights and powers exercisable by the holders of the Specified Investments as the Security Agent may direct from time to time.
6. By Clause 13.4 (*Negative Covenants*) the Charging Company agreed that it would not, without the prior written consent of the Security Agent, consent to its Specified

Investments being consolidated, sub-divided or converted or any rights attached to them being varied.

Part IV

THE CHARGORS

Name of Chargor	Registered Number	Address for Service and Fax Number
De Facto 1121 Limited	5104742	Farncombe House, Broadway, Worcestershire WR12 7LJ Fax: +44 (0) 1386 854 850
Global Solutions Limited	3189802	Farncombe House, Broadway, Worcestershire WR12 7LJ Fax: +44 (0) 1386 854 850
GSL UK Limited	3333860	Farncombe House, Broadway, Worcestershire WR12 7LJ Fax: +44 (0) 1386 854 850
GSL Overseas Holdings Limited	4031500	Farncombe House, Broadway, Worcestershire WR12 7LJ Fax: +44 (0) 1386 854 850
GSL Holdings Limited	3474991	Farncombe House, Broadway, Worcestershire WR12 7LJ Fax: +44 (0) 1386 854 850
GSL Utility Services Limited	3175173	Farncombe House, Broadway, Worcestershire WR12 7LJ Fax: +44 (0) 1386 854 850
GSL Limited	3799262	Farncombe House, Broadway, Worcestershire WR12 7LJ Fax: +44 (0) 1386 854 850
AccuRead Limited	03076187	Farncombe House, Broadway, Worcestershire WR12 7LJ Fax: +44 (0) 1386 854 850
GSL Medical Services Limited	03670120	Farncombe House, Broadway, Worcestershire WR12 7LJ Fax: +44 (0) 1386 854 850

Part V

**DETAILS OF DEBTS OWING TO A CHARGOR BY ANOTHER MEMBER OF THE GROUP WHICH ARE SUBJECT
TO A FIXED CHARGE**

Debts owing under:

1. The Agreement dated on or around the date hereof between GSL UK Limited (as Lender) and Global Solutions Limited (as Borrower);
2. The Agreement dated on or around the date hereof between GSL Utility Services Limited (as Lender) and Global Solutions Limited (as Borrower);
3. The Agreement dated on or around the date hereof between GSL Overseas Holdings Limited (as Lender) and Global Solutions Limited (as Borrower);
4. The Agreement dated on or around the date hereof between AccuRead Limited (as Lender) and GSL Global Solutions (as Borrower); and
5. The Agreement dated on or around the date hereof between De Facto 1121 Limited as Borrower (1) and Global Solutions Limited, GSL Holdings Limited, GSL Limited, GSL UK Limited, GSL Overseas Holdings Limited, GSL Utility Services Limited, GSL Medical Services Limited and AccuRead Limited as Lenders (2).

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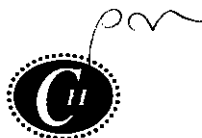
CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03076187

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 8th MAY 2007 AND CREATED BY ACCUREAD LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH CHARGOR TO ALL OR ANY OF THE BENEFICIARIES 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 17th MAY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd MAY 2007.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES