

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.

CHFP025

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

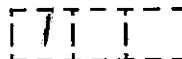
*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



03076187

Name of company

* AccuRead Limited (the "Charging Company")

Date of creation of the charge

25 October 2005

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

Deed of Accession and Charge dated 25 October 2005 made between the Charging Company and others (1) and The Governor and Company of the Bank of Scotland (as Security Agent (as defined in the attached Schedule)) (2) (the "Accession Deed"), which supplements a Debenture dated 12 July 2004 made between, amongst others, De Facto 1121 Limited in favour of The Governor and Company of the Bank of Scotland as Security Agent (the "Principal Deed").

Amount secured by the mortgage or charge

The Secured Sums (as defined in Part I of the attached Schedule).

References to any Finance Document include references 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

The Governor and Company of the Bank of Scotland (in its capacity as Security Agent for the Beneficiaries (as defined in the attached Schedule)), Level 7, 155 Bishopsgate, London

Postcode EC2M 3YB

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

Lovells
Atlantic House
Holborn Viaduct
London
EC1A 2FG

F3/TSSACW/EMLY/1574334

Time critical reference

For official Use (02/00)

Mortgage Section

Post room



LD4
COMPANIES HOUSE

LS02SA71

341
08/11/2005

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.

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write in
this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Levell

Date

7/11/05

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ (chargee) †

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

Notes

† delete as
appropriate

- 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
COMPANY NUMBER 03076187

Part I

Definitions

In this Schedule references to clauses are to clauses of the Accession Deed unless otherwise specified. In this Form 395 the following expressions shall have the following meanings respectively set out below:

"Accession Deed" means the deed of accession and charge dated 25 October 2005 made between the Charging Company, the Company and the Security Agent.

"Accession Deed Date" means 25 October 2005.

"Account Bank" means The Governor and Company of the Bank of Scotland or such other bank as the Security Agent may from time to time specify to the Company.

"Act" means the Companies Act 1985.

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

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

"Company" means De Facto 1121 Limited, a limited liability company incorporated in England and Wales under the Act with registered number 5104742.

"Charging Company" means AccuRead Limited, a limited liability company incorporated in England and Wales under the Act with registered number 3076187.

"Chargor" means each company named in Part IV (*The Chargors*) of this Schedule, the Charging Company 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.

"Collection Account" means in relation to a Chargor, its account with the Account Bank into which it is required to pay its Receivables pursuant to Clause 6.1 (*Collection Account*) of the Principal Deed.

"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*) to the Principal Deed.

"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 12 July 2004 between the Company, the Companies listed as Original Borrowers, the Companies listed as Original Guarantors and The Governor and Company of the Bank of Scotland as Arranger, Original Lender, Agent, Security Agent and in certain other capacities as amended and restated pursuant to an Amendment and Restatement Agreement dated 10 October 2005.

"Finance Document" means each Senior Finance Document and each Hedging Document.

"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 4.1 (*Fixed security*).

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

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

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

"Insurance Policy" means any contract or policy of insurance of the Charging Company (including all cover notes) of whatever nature (other than any contract or policy of insurance taken out by or on behalf of the Charging Company solely in relation to any third party liability) 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 the Charging Company, 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 the Charging Company, 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)(x) to (xv) inclusive of Clause 4.1 (*Fixed security*).

"Intercreditor Agreement" means the intercreditor deed dated 12 July 2004 and made between the Company, the other Obligors referred to therein, The Governor and Company of the Bank of Scotland as Security Agent and Senior Agent, the Lenders referred to therein, the Hedge Counterparties, De Facto 1119 Limited, De Facto 1120 Limited and certain others, acceded to by the Charging Company by an accession letter dated 25 October 2005.

"Investments" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Part III of the Financial Services and Markets Act 2000 (Regulated Activities Order 2001, SI 2001/544 (as amended))), 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).

"Principal Deed" means the debenture dated 12 July 2004 made between the Company (1), the Original Chargors (2) and the Security Agent (3).

"Receivables" means all the Charging Company's sums of money receivable by it at any time consisting of or payable under or derived from any Asset described in Clause 4.1 (*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 the Charging Company 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) a mortgage, charge, pledge, lien or other security interest securing any obligation of any person; or
- (a) any other agreement or arrangement having a similar effect which has been entered into by a member of the Group the primary purpose and intention of which is to give priority of recourse over such asset to a creditor.

"Security Agent" means The Governor and Company of the Bank of Scotland acting as security agent and trustee for the Beneficiaries including any successor appointed by the Beneficiaries pursuant to the Finance Documents.

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

"Senior Finance Document" means the Facilities Agreement, the Intercreditor Agreement, any Accession Letter, any Ancillary Document, any Letter of Credit, any Fee Letter, the Investor Letter, any Transaction Security Document (each such term having the meaning given to it in the Facilities Agreement) and any other document designated as a "Finance Document" by the Agent (as defined in the Facilities Agreement) and De Facto 1121 Limited.

"Senior Finance Party" means the Security Agent, the Agent, the Arranger, a Lender, the Issuing Bank or any Ancillary Lender (each such term having the meaning given to it in the Facilities Agreement).

"Specified Intellectual Property" means the Intellectual Property listed in Part VI (*Specified Intellectual Property*) to this Schedule.

"Specified Investments" means all Investments of the Charging Company which at any time:

- (a) represent a holding in a Subsidiary of such Chargor or an undertaking which would be its subsidiary undertaking if in section 258(2)(a) of the Act "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) that Chargor 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.

Part II

Short particulars of all the property mortgaged or charged

1. By Clause 3.1 (*Assignments*) of the Accession Deed, 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 Documents.
2. By Clause 4.1 (*Fixed Security*) of the Accession Deed, the Charging Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, charged to the Security Agent:
 - (a) by way of legal mortgage, all Land in England and Wales vested in it on the Accession Deed Date and registered at HM Land Registry or which will be subject to first registration at HM Land Registry upon the execution and delivery of the Accession Deed, in each case as described in Part V (*Registered Land to be Mortgaged*) of this Schedule;
 - (b) by way of legal mortgage, all other Land in England and Wales vested in it on the Accession Deed Date and not registered at HM 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 is on the Accession Deed Date, or thereafter 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 on the Accession Deed Date or thereafter belonging to it;
 - (iii) (subject to obtaining any necessary third party consents to the extent required) all plant and machinery on the Accession Deed Date or thereafter attached to any Land which, or an interest in which, is charged by it under the preceding provisions of Clause 4.1;
 - (iv) (subject to obtaining any necessary third party consents to the extent required) all rental and other income and all debts and claims on the Accession Deed Date or thereafter due or owing to it under or in connection with any lease, agreement or licence relating to Land;
 - (v) all Specified Investments which are on the Accession Deed Date, or thereafter become, its property;

- (vi) all Derivative Rights on the Accession Deed Date or thereafter accruing in respect of its Specified Investments;
- (vii) 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;
- (viii) all insurance or assurance contracts or policies (other than those relating solely to third party liability) on the Accession Deed Date or thereafter held by or otherwise benefiting it which relate to Fixed Security Assets or which are on the Accession Deed Date or thereafter 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 Accession Deed;
- (ix) all its goodwill and uncalled capital for the time being;
- (x) all Specified Intellectual Property belonging to it;
- (xi) all other Intellectual Property belonging to it on the Accession Deed Date, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xii) all Intellectual Property that may be acquired by or belong to it after the Accession Deed Date, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xiii) the benefit of all agreements and licences on the Accession Deed Date or thereafter entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world;
- (xiv) all its rights on the Accession Deed Date or thereafter in relation to trade secrets, confidential information and knowhow in any part of the world;
- (xv) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in Clauses 4.1(c)(x) to (xiv) inclusive;
- (xvi) all trade debts on the Accession Deed Date or thereafter owing to it;
- (xvii) all debts owing to it as described in Part VII (*Details of Debts Owing to a Chargor by another member of the Group which are subject to a fixed charge*) of this Schedule;
- (xviii) all other debts on the Accession Deed Date or thereafter owing to it, excluding those arising on fluctuating accounts with other members of the Group;
- (xix) 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 accept to the extent that such items are for the time being effectively assigned under Clause 3.1 (*Assignments*);
- (xx) all its interests and rights (if any) in or to any money at any time standing to the credit of any Collection Account;

- (xxi) any beneficial interest, claim or entitlement it has in any pension fund on the Accession Deed Date or thereafter;
 - (xxii) all rights, money or property accruing or payable to it on the Accession Deed Date or thereafter 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 the foregoing provisions of Clause 4.1;
 - (xxiii) all moneys at any time standing to the credit of any realisation 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. By Clause 5.1(a) (*Creation of floating charge*) of the Accession Deed and subject to paragraph (c) of Clause 5.1 of the Accession Deed, 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 by virtue of Clause 3.1 (*Assignments*) or charged by any fixed charge contained in Clause 4.1 (*Fixed security*), including any Assets comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*) of the Principal Deed; 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 Senior Discharge Date create any Security over any such Asset (whether having priority over, or ranking *pari passu* with or subject to, the floating charge) or take any other step referred to in Clause 7 (*Negative pledge and other restrictions*) of the Principal Deed with respect to any such Asset without the consent of the Security Agent or unless permitted to do so under the Facilities Agreement, and the Charging Company shall not prior to the Senior Discharge Date without the consent of the Security Agent or unless permitted to do so under the Facilities Agreement, sell, transfer, part with or dispose of any such Asset except by way of sale in the ordinary course of its business.

4. The floating charge referred to in Clause 5.1(a) of the Accession Deed over any interest of the Charging Company in any contract (or any insurance policy required to be taken out by the terms of any contract) shall only apply if such contract does not contain a prohibition (which has not been waived) on the creation of a floating charge over it or any interest created by any such contract or over any such insurance policy.

Part III

Covenants and restrictions

1. By Clause 2.1 (*Accession*) the Charging Company agreed to be bound by the terms of the Principal Deed and to perform all its obligations (whether as Chargor or otherwise) under the Principal Deed with effect from the Accession Deed Date as if it had been an original party to the Principal Deed.

2. By Clause 6.1 (*Collection Account*) of the Principal Deed, the Charging Company agreed to collect and realise all its Receivables and, immediately on receipt, pay all money so collected into the Collection Account specified from time to time by the Security Agent in a notice substantially in the form set out in Part 1 of Schedule 4 (*Collection of Receivables*) to the Principal Deed. The Charging Company agreed, pending such payment, to hold all money so received upon trust for the Security Agent.
3. By Clause 6.3 (*No derogation*) of the Principal Deed the Charging Company agreed not to purport, without the Security Agent's prior written consent or except as permitted by the Facilities Agreement, to 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.
4. By Clause 7 (*Negative pledge and other restrictions*) of the Principal Deed the Charging Company agreed that, prior to the Senior Discharge Date, unless permitted by the Facilities Agreement, it would not, without the prior written consent of the Security Agent (and with the exception of Permitted Security):
 - (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.
5. By Clause 10.2 (*Negative covenants*) of the Principal Deed the Charging Company agreed that without the prior written consent of the Security Agent it would not (amongst other things):
 - (a) unless permitted by the Facilities Agreement, exercise any power of leasing in relation to its Land, or accept surrenders of leases of its Land;
 - (b) 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 affect its value or the value of the Security constituted by the Accession Deed unless permitted by the Facilities Agreement; or
 - (c) share the occupation of its Land with any other person or agree to do so.
6. By Clause 11.2 (*Negative covenants*) of the Principal Deed 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 the Facilities Agreement) have otherwise given their consent):
 - (a) 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) 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) 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 Accession Deed; or
- (d) 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 Accession Deed.

Part IV

The Chargors

Name of Chargor	Registered Number
De Facto 1121 Limited	5104742
Global Solutions Limited	3189802
GSL Joint Ventures Limited	4031538
GSL UK Limited	3333860
GSL Overseas Holdings Limited	4031500
GSL Holdings Limited	3474991
GSL Utility Services Limited	3175173
GSL Limited	3799262

Part V

Registered land to be mortgaged

None

Part VI

Specified Intellectual Property

None

Part VII

Details of Debts Owing to a Chargor by another member of the Group which are subject to a fixed charge

None

FILE COPY



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 DEED OF ACCESSION DATED THE 25th OCTOBER 2005 AND CREATED BY ACCUREAD LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE CHARGING COMPANY 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 8th NOVEMBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th NOVEMBER 2005.

PDMM



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES